

IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
ERIE COUNTY, OHIO

FIRELANDS REGIONAL MEDICAL
CENTER

c/o Scott M. Campbell, M.D., CMO
1111 Hayes Ave.,
Sandusky, OH 44870

Plaintiff,

vs.

SPACELABS HEALTHCARE

c/o Shalabh Chandra, President
35301 SE Center Street
Snoqualmie, WA 98065

Defendant.

: Case No.:

:

: JUDGE

:

: MAG:

:

: COMPLAINT

:

: Mark P. Smith (0088538)

: James W. Hart (0003256)

: John M. Felter (0087549)

: FLYNN, PY & KRUSE CO., LPA

: 165 E. Washington Row

: Sandusky, OH 44870

: (419) 625-8324

: (419) 625-9007 facsimile

: msmith@flynnpykruse.com

: jhart@flynnpykruse.com

: Attorneys for Plaintiff

:

Now comes Plaintiff, FIRELANDS REGIONAL MEDICAL CENTER, by and through the undersigned counsel, who states the following for their causes of action against the Defendant SPACELABS HEALTHCARE, c/o Shalabh Chandra, President (hereinafter "Defendant"), alleging and averring as follows:

PARTIES, JURISDICTION AND VENUE

1. At all times relevant, Plaintiff was a not-for-profit medical center located and operating in Sandusky, Ohio, 44870.
2. At all times relevant, Defendant was a subsidiary of OSI Systems (Nasdaq OSIS) is for-profit company, with its principal place of business in Snoqualmie, Washington, and conducted business in Erie County, Ohio, under the registered tradenames SpaceLabs Healthcare Systems, Inc., and SpaceLabs Medical, Inc., registered in the State of Ohio as foreign corporations with the Ohio Secretary of State, both of which are dead registrations (merged out of existence).
3. Upon information and belief, Defendant is owned by Nasdaq: OSIS and is controlled and managed by its President, Shalabh Chandra, and its Board of Directors.
4. The failure of Defendant to keep current its registration with the Ohio Secretary of State has made finding the proper agent for service of this lawsuit arduous, burdensome and costly.
5. Defendant knowingly participated in, caused, directed, ratified, took part in, or cooperated in all of the conduct giving raise to the claims herein.
6. Defendant directed multiple communications to the State of Ohio concerning the subject matter herein involving Plaintiff, including the original contracts for services, communications concerning fulfillment and compliance with the same, email, invoices, customer service responses, and other communications.
7. Defendant visited the State of Ohio, and specifically Plaintiff's principal place of business, in order to effectuate, consummate, and/or later review the sale of services

and work performed, as well as to cause its customer service representatives to perform services and work.

8. Defendant advertised through the SpaceLabs Healthcare website, that it conducts business globally and has regional contacts and offices in multiple nations, while its corporate office is located in Washington, United States.
9. Defendant sold services and products in the State of Ohio to multiple customers, including Plaintiff, and contracted to perform the same in the State of Ohio.
10. Defendant, and its representatives and agents, has visited Ohio multiple times and purposefully availed themselves of the business of performing business activities in the State of Ohio, not only in relation to Plaintiff, but other customers as well.
11. Defendant demanded, and took, payment from Plaintiff in the State of Ohio.
12. This Court has jurisdiction under 28 U.S. Code § 1332(a) because the amount in controversy and damages exceeds \$75,000, exclusive of attorney fees, and the Plaintiff is a registered entity in the State of Ohio, with its principal place of business located in Erie County, Ohio, while Defendant is a registered corporation with its principal place of business in the State of Washington.
13. Venue is proper in the Northern District of Ohio under 28 U.S. Code § 1391(b)(2) because nearly all, and certainly a substantial portion, of the events giving rise to this action and claim occurred in the Northern District of Ohio.

OTHER RELEVANT FACTS

14. Plaintiff operates not-for-profit medical care facilities in Erie County, Ohio, and in so doing utilizes various healthcare software and hardware devices, processes, and infrastructure.

15. Defendant is a supplier and servicer of healthcare software and hardware devices, processes, and infrastructure.
16. On or about August 2020, Defendant engaged Plaintiff regarding a needs assessment to determine if Defendant would be able to assist Plaintiff improve, modernize, and otherwise streamline their respective healthcare telemetry systems, software, and equipment.
17. On or about December 14, 2020, Defendant sent Plaintiff the Subscription Software Terms and Proposal Summary, authorized by Bryan Woolf, Account Sales Executive at SpaceLabs.
18. On or about January 27, 2021, Plaintiff executed the Business Associate Agreement, prepared by and with Defendant.
19. On or about January 29, 2021, Defendant and Plaintiff executed numerous documents, including Software Subscription Terms, Proposal Summary, Premier LOC, and a Purchase Order.
20. At this time, Plaintiff was advised that Defendant's systems and products were compliant and compatible with Plaintiff's current virtual desktop infrastructure ("Citrix environment"). Defendant, by and through one of its agents, responded in the affirmative.
21. Plaintiff, relying upon Defendant's statements, traded in its old and outdated GE equipment with Defendant.
22. On or about April 27, 2021, Plaintiff and Defendant arranged a "kickoff" meeting to initiate the new services and systems provided by Defendant.
23. In September 2021, the "go-live" date for implementation of Defendant's services and systems was delayed due to a delay in shipment of network materials.

24. In November 2021, the “go-live” date was again delayed by Defendant, with a new date set for March 7, 2022.
25. On or about December 27, 2021, Plaintiff again inquired of Defendant as to the compatibility requirements necessary to fully integrate Defendant’s product with Plaintiff’s telemetry network environment. Larry Seieroe, Integration Specialist working for and on behalf of Defendant, and employed by Defendant, advised that “the only thing needed for CITRIX install is just a shortcut to the Sentinel webpage.”
26. On or about January 4, 2022, Plaintiff advised Defendant of the numerous integration and compatibility issues presented with Defendant’s product and services, as Plaintiff was unable to use any review test capabilities.
27. On or about January 11, 2022, Plaintiff advised Defendant that the necessary and required review test functionality is still missing and that Citrix environment capability is necessary for Plaintiff’s requirements. Defendant was unable to provide any resolution.
28. On or about January 12, 2022, Defendant employee Larry Seieroe advised Plaintiff that Citrix functionality is limited to review options, and not the specific review test requirements of Plaintiff. Defendant employee Scieroe referred Plaintiff to a section of a spec sheet which was omitted in the spec sheet Plaintiff was provided by Defendant.
29. On or about January 14, 2022, Defendant advised Plaintiff that minor functionality of its product is supported in the Citrix environment, and that Defendant could not guarantee any resolution to this issue.
30. On or about January 20, 2022, Defendant advised Plaintiff that it “never said or suggested that [Defendant’s system] supports a review test functionality through

Citrix.” Plaintiff was never provided a document stating the full functionality capabilities within the Citrix environment.

31. On or about January 24, 2022, Plaintiff was forced to delay the activation of Defendant’s product and systems due to patient safety concerns given the functionality limitations presented by Defendant’s product and systems.
32. On or about May 20, 2022, Defendant issued a recall for an Alarm Escalation Defect.
33. On or about June 16, 2022, Plaintiff received notice of the recall. To date, Plaintiff has not been provided a resolution to the recall, although Defendant has stated that a fix is currently in test phase and expected to roll out in the near future.
34. To date, Plaintiff has paid a sum of \$2,854,066.53 under the various contracts to Defendant.
35. To date, Defendant has been unable to remedy the compatibility and integration functionality issues with Defendant’s product and system to enable its use by Plaintiff.
36. As a proximate result of Defendant’s inability to deliver of its promised bill of goods, Plaintiff has exhausted all remedial measures and been left with seeking another services provider at additional expense beyond what Defendant has already been paid to date.

COUNT I: BREACH OF CONTRACT

37. Plaintiff incorporated the foregoing allegations as if fully restated herein.
38. Defendant has valid and enforceable contracts with Plaintiff, attached hereto and incorporated herein as Exhibit 1.
39. Defendant initially and materially breached its contractual agreement with Plaintiff as outlined previously, by misleading Plaintiff regarding the compatibility and functionality of its product with Plaintiff’s Citrix environment, including failing to

deliver a working and patient-safe product, failing to provide any acceptable resolution to the compatibility and integration issues, and by failing to otherwise complete performance therein.

40. Plaintiff has substantially performed its contractual obligations herein or was released from doing so due to Defendant's initial and material breach.
41. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered damages by means of hours, patient safety concerns, time and expense, monetary expenses, and additional expenses by having to seek a third-party provider to fulfill the contract Defendant was not, has not, or otherwise cannot, perform, as outlined previously.

COUNT II: FRAUD

42. Plaintiff incorporates the foregoing allegations as if fully restated and realleged herein.
43. Plaintiff advised Defendant at the outset of its requirements for Defendant's telemetry equipment and software to be compatible with Plaintiff's Citrix environment.
44. Defendant represented, in writing, that its product was compatible with Plaintiff's Citrix environment.
45. Plaintiff relied upon Defendant's written communications that the product(s) Plaintiff was purchasing from Defendant would meet Plaintiff's requirements and telemetry needs.
46. Defendant, knowingly, and confirmed in later written communications, knew the limitations of its product(s) functionality and integration capabilities, and withheld such information from Plaintiff until after Plaintiff had entered into the contractual agreement with Defendant and remitted payment on the same.

47. Said statements by Defendant represent a false and material representation when made.
48. Defendant intentionally made said false and material representation to Plaintiff. Plaintiff did actually and reasonable rely upon Defendant's false and material representation regarding the integration and functionality capabilities within Plaintiff's Citrix environment.
49. Defendant at all times acted knowingly, intentionally, out of ill-will or actual malice, in the making of these false representations.
50. These representations were material to the transaction because they were directly tied to the underlying performance and capabilities of Defendant's product(s).
51. As a proximate result of Defendant's conduct herein, Plaintiff has been harmed in the payment and loss of the amount paid to Defendant.

WHEREFORE, Plaintiff prays that this Honorable Court award judgment in favor of Plaintiff and against Defendant as follows:

- a. As to Count I, judgment against Defendant SpaceLabs Healthcare Systems in an amount in excess of \$75,000.00, to be proven at trial, including actual economic loss, consequential damages, compensatory damages, incidental damages, pre-judgment interest, post-judgment interest, costs of this action, and all other relief this Court deems just and equitable.
- b. As to Count II, judgment against Defendant SpaceLabs Healthcare Systems in an amount in excess of \$75,000.00, to be proven at trial, including actual economic loss, consequential damages, compensatory damages, punitive damages, attorney's fees, incidental damages, pre-judgment interest, post-judgment interest, costs of this action, and all other relief this Court deems just and equitable.

Respectfully submitted,

/s/ James W. Hart
James W. Hart (0003256)
Flynn, Py & Kruse Co., L.P.A.
165 E. Washington Row
Sandusky, OH 44870
Telephone: (419) 625-8324
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Attorneys for Plaintiffs



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Proposal Summary

Firelands Regional Med Ctr
1912 Hayes Ave
Sandusky OH 44870

Account Number: 90720105

Quote Number: Combined Summary

Expiration Date: January 30, 2021

Department	List Price	Net Price
2020-204916 Rev. 3 4P	\$1,209,524.71	\$577,165.66
4 NORTH	\$31,230.21	\$14,639.61
4 WEST	\$970,261.62	\$463,338.87
3 WEST	\$74,894.25	\$34,907.99
3 P	\$74,894.25	\$34,907.99
PACU	\$520,719.38	\$251,784.32
OR	\$630,513.99	\$302,491.32
OB	\$146,079.07	\$70,122.50
DIGESTIVE HEALTH	\$103,651.29	\$49,726.43
TEE ROOM	\$38,686.40	\$18,530.39
RADIOLOGY	\$36,243.48	\$17,346.48
EMERGENCY DEPARTMENT	\$1,116,641.65	\$534,608.11
CVICU	\$1,362,108.33	\$643,774.66
TRANSPORT	\$213,812.35	\$101,511.65
TELEMETRY	\$1,805,080.30	\$951,368.05
SAFE N SOUND	\$163,366.00	\$163,366.00
INTERFACES	\$295,802.15	\$147,936.49
3 NORTH	\$187,045.64	\$86,839.06
CARDIOLOGY	\$87,880.45	\$41,494.42
REPEATERS	\$57,560.27	\$30,763.23
7% OFF NET FOR COMPETITIVE EQUIPMENT TRADE IN - REQUIRES ONE FOR ONE TRADE IN (DOES NOT INCLUDE QUBE MINI)	\$0.00	\$-315,468.05
BIOMEDICAL SPARES	\$345,956.05	\$0.00
ENHANCED TRADE IN DISCOUNT	\$0.00	\$-450,601.44
2020-206938 Rev. 2 Sentinel 11 networked system with HL7 orders and results, single sign on. Holter, Stress and EKG modalities	\$66,538.90	\$51,320.35

EXHIBIT

b	/



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Department	List Price	Net Price
Networked and HL7 test systems.	\$800.00	\$800.00
CardioExpress SL-18 EKGx10, z-fold paper, trolleys and cabinets with cable arms.	\$88,345.00	\$70,439.30
Customer education. Sentinel training x2 days onsite, EKG training on-site x3 days. Three customer remote webex training sessions.	\$7,300.00	\$7,300.00
Total List Price.....	\$9,634,935.74	
Total Discount.....	\$5,734,422.35	
Total Proposal Price.....		\$3,900,513.39

Pricing shown is contingent upon the customer signing a Premier level 3 LOC.

3 annual payments, 40% net 45, 30% January 2022, and 30% net January 2023 to allow them to spread across 3 fiscal years.

Upon acceptance, please sign and return this quotation, together with your purchase order, to Sales Support via fax at **425-363-5761** or email it to po.us@spacelabs.com.

By accepting this quotation or by performing hereunder, the customer identified above ("Customer") agrees to purchase or lease (as applicable) the products identified herein subject to the terms of this Customer Quotation and Spacelabs Healthcare's Subscription Software Terms (in the case of SafeNSound) or Spacelabs Terms of Sale (in the case of all other products). The terms are available on the About Us/Terms/Policies page of our website at <http://www.spacelabshealthcare.com>. The applicable terms are incorporated herein by this reference. Notwithstanding the foregoing, if Customer has a separate contractual agreement in place with Spacelabs Healthcare relating to the products identified herein (such as a group purchasing agreement, distribution agreement, or master purchasing agreement), the terms of that contractual agreement shall control to the extent such terms conflict with the applicable terms.

Accepted By:

Authorized Signature

000E210801

Customer Purchase Order Number

EVP & CFO

01/29/2021

parrisd@firvelands.com

Title

Date

Email Address for order confirmation

419-557-7564

Telephone Number

34-4428218

Tax Exemption Number (if any)

Requested Delivery Date

This quotation shall remain firm for 60 days unless otherwise stated. Delivery: 21 days after acknowledgement of order, unless otherwise noted in this quotation.



The pricing in this quotation reflects your Premier Healthcare Alliance pricing per contract PP-MM-623. Payment terms are per your contract. FOB is factory. Freight and insurance are no charge. Warranty is per the terms of your contract.

Depot Support

After the standard 12-month warranty has expired, Company agrees to provide all Spare Parts and labor necessary for the repair of any Equipment failure which may require corrective action upon Customer's return of Equipment to Company's facility ("Depot Support"). Such Depot Support shall be provided as follows:

Customer agrees to promptly notify Company by phone of any Equipment failure, which may require corrective action. If Equipment issues cannot be resolved telephonically through good faith efforts of the parties, Company shall provide at Company's facility all Spare Parts and labor necessary for the repair of any Equipment failure that may require corrective action. Customer shall be responsible for all freight and insurance charges in shipping the Equipment to Company; risk of loss shall pass to Company only upon receipt of the Equipment. Company shall pay all costs for return shipment to Customer.

Company shall, within the limits of equipment availability, use reasonable efforts to satisfy Customer's requests for loan equipment, prior to requests from customers not covered by a warranty or similar agreement.

"Spare Part(s)" mean replaceable spare parts and assemblies used in the Equipment and listed in the Company Spare Part Price List. Spare Parts do not include disposable or user parts that must be routinely replaced, items listed in the Supplies & Accessories Price List, or computer products and peripheral devices not manufactured by Company or produced on Company's behalf. Any original Spare Part for which Company has supplied a replacement Spare Part shall become the property of Company. Any replacement Spare Part shall have equivalent function and performance as the original Spare Part, when new. Company reserves the right to use a refurbished part as a replacement Spare Part.

Intesys Clinical Suite (ICS) G2

ESTIMATED IMPLEMENTATION: Implementation hours are quoted and billed based on individual client requirements and represent a standard installation (including travel) for planning and facilitating Intesys Clinical Suite G2 product implementation and providing system administration training. Spacelabs Healthcare will invoice the Customer up-front for implementation services that will follow under the mutually-agreed to implementation plan (based upon the then-current hourly rates). Extraordinary additional requirements billed for actual time and travel expenses.

The Spacelabs Ultraview SL network supports clinical network sizes up to 1000 nodes. Networks consisting of mixed generations of Spacelabs devices may have lower capacities depending on specific models and age of equipment. Alarm Watch and Remote View functionality directly affect maximum network size. Please consult your field service engineer to determine the maximum size and functionality for your specific Spacelabs network.

Spacelabs Healthcare's installation is based upon the use of standard PVC jacketed interconnecting cables. If local conditions or regulations require use of plenum-rated cabling, 10BaseT is available at no additional charge (please specify on your purchase order). Plenum-rated 10Base5 (AUI and MAU) cabling requires an additional charge of \$1.00 per foot. Any SDLC cables quoted herein are not plenum rated and may need to be run in hospital conduit to comply with local regulations.

An estimated antenna system is included with the quoted Telemetry System. A Pre-Installation Questionnaire (PIQ) will need to be completed to determine the exact antenna requirements for the hospital's particular installation. Associated costs will vary dependent upon the size and complexity of the installation.

Spacelabs Healthcare's telemetry antenna installation is based upon the use of standard PVC jacketed interconnecting cables. If local conditions or regulations require use of plenum-rated cabling, antenna kits specifying that plenum-rated cable is included must be purchased. If, upon completion of the Pre-Installation Questionnaire by our local FSE, additional plenum cabling is



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required (beyond that which is included in the antenna kits), Spacelabs will charge \$1.00 per foot for the additional plenum-rated cable.

Wireless Monitors

Spacelabs' wireless monitors continuously transmit patient data to Spacelabs central monitors or other bedside monitors for the purpose of remote alarm notification. This requires continuous, uninterrupted network service. As a result, an 802.11x access point that can accommodate 20-30 "normal" computer users with applications that need only intermittent service may be unable to support the intended number of Spacelabs wireless monitors. Up to 4 hours of troubleshooting is included in your network impact analysis. Issues due to insufficient wireless coverage beyond the identified hours will be billed on a time and materials basis.

Data shuttle has been quoted herein. In order for the concept of data shuttle to be used correctly, the hospital must have data shuttle on the transport monitor and data shuttle on the receiving or originating monitor.

Factory Certified product does not receive installation, clinical or biomedical training, and has a one year warranty. Any Subsequent Warranty Agreed Coverage via depot repair in your contract with Spacelabs, if any, will not apply to Factory Certified products. Purchase is subject to availability of Factory Certified items at the time of order.

S P A C E L A B S
H E A L T H C A R E

Line Description	Item Number	Qty	4P		
			Unit List Price	Unit Net Price	Ext. Net Price
1 qube Compact Monitor	91390	19	0.00	0.00	0.00
2 qube Compact Monitor, base unit	91390-A	19	11,515.00	6,102.95	115,956.05
3 English Language	91390-1	19	0.00	0.00	0.00
4 Four Waveforms	91390-04	19	1,315.00	696.95	13,242.05
5 Ultraview SL Command Module	91496	19	0.00	0.00	0.00
6 English Language	91496-1	19	0.00	0.00	0.00
7 Invasive Parameter Set	91496-B	19	11,064.00	5,863.92	111,414.48
8 Advanced Multiview Arrhythmia (MVII)	91496-H	19	1,688.00	894.64	16,998.16
9 Masimo SpO2	91496-M	19	743.00	743.00	14,117.00
10 Adult/Neonatal Respiration	91496-R	19	575.00	304.75	5,790.25
11 Xhibit Central Station	96102	3	0.00	0.00	0.00
12 Xhibit central station, base Computer	96102-B	3	0.00	0.00	0.00
13 Xhibit central station, 48 bed bundle	96102-48	3	135,951.00	72,054.03	216,162.09
14 Single patient license for Xhibit central station	910-6102-01	144	0.00	0.00	0.00
15 Printer, Laserjet, HP, M508N, 110V	010-1971-01	1	1,600.25	848.13	848.13
16 USB Cable A-Male to B-Male 2.0, 6ft	010-1863-00	1	29.37	15.57	15.57
17 Basic CEC Support. Includes 3 consecutive weekdays of customized clinical training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1	4,850.00	0.00	0.00
18 Interactive eLearning Bundle. Bundled 1 year eLearning for monitoring devices, surveillance and Clinical Access (TOS subscription).	999-0503-27	1	3,000.00	3,000.00	3,000.00
19 eLearning Upgrade to Include SCORM Files. Upgrade to 5 years eLearning of all monitoring products, licensed for use in customer learning management system (LMS), subject to separate letter agreement between customer and Spacelabs (TOS only).	999-0503-30	1	950.00	950.00	950.00
20 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1	5,000.00	5,000.00	5,000.00
21 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	41,934.29	0.00	0.00
22 Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
23 Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00



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Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
24 Additional Week of Clinical Support. Includes 3 consecutive weekdays of support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1	4,850.00	2,958.50	2,958.50
25 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1	3,500.00	3,500.00	3,500.00
26 VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	016-0938-00	19	605.00	605.00	11,495.00
27 Power Supply Holster, Wall Mounted	016-0863-00	19	34.00	34.00	646.00
28 Mount, wall channel, 19 inch GCX	016-0506-00	19	39.00	39.00	741.00
29 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	19	41.00	41.00	779.00
30 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	19	90.00	65.00	1,235.00
31 ECG combiner cable, 5+5-Lead Spacelabs monitors, AAMI	700-0008-56	3	250.00	150.00	450.00
32 ECG combiner lead wire set, 5L, multi-pinchn, AAMI, 74cm/29 in	700-0006-37	22	110.00	65.00	1,430.00
33 ECG combiner lead wire set, 5V-Leads, multi-pinchn, 74cm/29 in	700-0006-38	3	120.00	75.00	225.00
34 BP hose, single tube, adult	714-0018-00	19	100.00	34.30	651.70
35 Masimo LNCS sensor adapter cable	700-0906-01	19	400.00	284.00	5,396.00
36 INVBP Integrated adapter cable, Edwards Lifesciences, dual pressure	700-0292-01	3	320.00	187.50	562.50
37 Dual temperature adapter cable, 30cm/12 in	700-0031-00	3	160.00	67.13	201.39
38 Universal temperature probe extension cable, YSI 400 series compatible	700-4000-00	3	150.00	46.50	139.50
39 Enhanced Software Support Plan (ICS/XprezzNet/Xhibit). Unit price is per year.	999-1898-00	1	6,927.80	5,195.85	5,195.85
40 Xhibit display, 22" high resolution touchscreen	011-0241-01	12	3,182.00	\$1,686.46	20,237.52
41 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
42 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
43 Power Cord	161-0032-00	19	18.70	\$18.70	355.30
44 Installation	999-9999-97	1	23,296.83	\$17,472.62	17,472.62
4P Total				\$577,165.66	



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Line Description		4 NORTH Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1	Xhibit Remote Interactive Client	96102-16C	1	22,769.00	12,067.57	12,067.57
2	Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	1,024.61	0.00	0.00
3	Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
4	Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00
5	Enhanced Software Support Plan (ICS/ XprezzNet/Xhibit). Unit price is per year.	999-1898-00	1	611.54	458.66	458.66
6	Xhibit display, 22" high resolution touchscreen	011-0241-01	1	3,182.00	\$1,686.46	1,686.46
7	Installation	999-9999-97	1	569.23	\$426.92	426.92
4 NORTH Total						\$14,639.61

Mounting devices have not been quoted herein.



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Line Description	4 WEST				
	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 Xprezzon monitor	91393	16	0.00	0.00	0.00
2 Xprezzon base	91393-A	16	15,460.00	8,193.80	131,100.80
3 English Language	91393-1	16	0.00	0.00	0.00
4 Six Waveforms	91393-06	16	2,221.00	1,177.13	18,834.08
5 Ultraview SL Command Module	91496	16	0.00	0.00	0.00
6 English Language	91496-1	16	0.00	0.00	0.00
7 Invasive/Cardiac Output Parameter Set	91496-C	16	12,800.00	6,784.00	108,544.00
8 Advanced Multiview Arrhythmia (MVI)	91496-H	16	1,688.00	894.64	14,314.24
9 Masimo SpO2	91496-M	16	743.00	743.00	11,888.00
10 12-lead diagnostic ECG with measurements and interpretation	91496-D	16	1,629.00	863.37	13,813.92
11 Adult/Neonatal Respiration	91496-R	16	575.00	304.75	4,876.00
12 ST Segment Analysis	91496-S	16	446.00	236.38	3,782.08
13 19in Premium XPREZZON display with integrated high resolution front & rear LED alarm lights & ambient light dimming sensor	94267-19	16	4,895.00	2,594.35	41,509.60
14 Basic CEC Support. Includes 3 consecutive days of customized clinical onsite training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1	4,850.00	0.00	0.00
15 Additional Week of Clinical Education Project Management. Includes 3 consecutive days of onsite support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1	4,850.00	2,958.50	2,958.50
16 Interactive eLearning Bundle. Bundled 1 year eLearning for monitoring devices, surveillance and Clinical Access (TOS subscription).	999-0503-27	1	3,000.00	3,000.00	3,000.00
17 eLearning Upgrade to Include SCORM Files. Upgrade to 5 years eLearning of all monitoring products, licensed for use in customer learning management system (LMS), subject to separate letter agreement between customer and Spacelabs (TOS only).	999-0503-30	1	950.00	950.00	950.00
18 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1	3,500.00	3,500.00	3,500.00

S P A C E L A B S
HEALTHCARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
19 Network Evaluation: Consult in network design for a new installation and verify the network before going live, price per hospital department	999-1510-01	1	5,000.00	5,000.00	5,000.00
20 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	34,326.89	0.00	0.00
21 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	16	90.00	65.00	1,040.00
22 ECG combiner lead wire set, 5L, multi-pin, AAMI, 74cm/29 in	700-0006-37	22	110.00	65.00	1,430.00
23 BP hose, single tube, adult	714-0018-00	16	100.00	34.30	548.80
24 VHM Arm, Backpack, 40 lb limit	016-0887-01	16	595.00	595.00	9,520.00
25 KIT, BRACKET, BKPK, 91393	016-0899-00	16	142.00	142.00	2,272.00
26 Power Supply Holster, Wall Mounted	016-0863-00	32	34.00	34.00	1,088.00
27 Crossmember for mounting power supply holsters side by side	016-0512-00	16	46.00	24.38	390.08
28 Mount, wall channel, 19 inch GCX	016-0506-00	16	39.00	39.00	624.00
29 20 inch Display Alarm Cable	012-0887-02	16	0.00	0.00	0.00
30 16 Inch DVI Cable	012-0893-01	16	0.00	0.00	0.00
31 12 Inch Touch Screen Cable	012-0894-01	16	0.00	0.00	0.00
32 Capnography Module	92517	16	0.00	0.00	0.00
33 English Language	92517-1	16	0.00	0.00	0.00
34 Capnography Module, base unit	92517-A	16	6,300.00	3,339.00	53,424.00
35 ECG combiner cable, 5+5-Lead Spacelabs monitors, AAMI	700-0008-56	6	250.00	150.00	900.00
36 ECG combiner lead wire set, 5V-Leads, multi-pin, 74cm/29 in	700-0006-38	6	120.00	75.00	450.00
37 INVBP integrated adapter cable, Edwards Lifesciences, dual pressure	700-0292-01	16	320.00	187.50	3,000.00
38 TruLink cardiac output adapter cable	700-0027-00	4	90.00	56.63	226.52
39 Cardiac output cable, Baxter/Edwards/Abbott	306655-003	4	250.00	160.88	643.52
40 Masimo LNCS sensor adapter cable	700-0906-01	16	400.00	284.00	4,544.00
41 Dual temperature adapter cable, 30cm/12 in	700-0031-00	16	160.00	67.13	1,074.08
42 Universal temperature probe extension cable, YSI 400 series compatible	700-4000-00	16	150.00	46.50	744.00
43 NomoLine HH Nasal/Oral CO2 Cannula, Adult w/O2, 2 m/7 ft.	704-3837-00	3	487.29	365.47	1,096.41
44 NomoLine HH airway adapter set, adult/pediatric, 704-3827-00 25/bx		3	600.43	450.32	1,350.96
45 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
46 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
47 Power Cord	161-0032-00	32	18.70	\$18.70	598.40



SPACE LABS
HEALTHCARE

Line Description

48 Installation
4 WEST Total

Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
999-9999-97	1	19,070.50	\$14,302.88	14,302.88
				\$463,338.87



SPACE LABS
HEALTHCARE

Line Description		3 WEST	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1	Xhibit Central Station		96102	1	0.00	0.00	0.00
2	Xhibit central station, base Computer		96102-B	1	0.00	0.00	0.00
3	Xhibit central station, 16 bed bundle		96102-16	1	55,951.00	29,654.03	29,654.03
4	Single patient license for Xhibit central station		910-6102-01	16	0.00	0.00	0.00
5	Depot Support Plan. Unit price is per year. Monitoring Products only.		999-9999-42	4	2,517.80	0.00	0.00
6	Enhanced Software Support Plan (ICS/ XprezzNet/Xhibit). Unit price is per year.		999-1898-00	1	1,109.27	831.95	831.95
7	Operation Manual, CD, Xhibit/Telemetry		084-2301-06	1	0.00	0.00	0.00
8	Service Manual, CD, Xhibit/Telemetry		084-1479-06	1	0.00	0.00	0.00
9	Xhibit display, 22" high resolution touchscreen		011-0241-01	2	3,182.00	\$1,686.46	3,372.92
10	Installation		999-9999-97	1	1,398.78	\$1,049.09	1,049.09
3 WEST Total							\$34,907.99



SPACE LABS
HEALTHCARE

Line Description		Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1	Xhibit Central Station	96102	1	0.00	0.00	0.00
2	Xhibit central station, base Computer	96102-B	1	0.00	0.00	0.00
3	Xhibit central station, 16 bed bundle	96102-16	1	55,951.00	29,654.03	29,654.03
4	Single patient license for Xhibit central station	910-6102-01	16	0.00	0.00	0.00
5	Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	2,517.80	0.00	0.00
6	Enhanced Software Support Plan (ICS/ XprezzNet/Xhibit). Unit price is per year.	999-1898-00	1	1,109.27	831.95	831.95
7	Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
8	Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00
9	Xhibit display, 22" high resolution touchscreen	011-0241-01	2	3,182.00	\$1,686.46	3,372.92
10	Installation	999-9999-97	1	1,398.78	\$1,049.09	1,049.09
3 P Total						\$34,907.99

S P A C E L A B S
HEALTHCARE

Line Description	PACU Item Number	Qty	Unit List Price		Unit Net Price	Ext. Net Price
1 qube Compact Monitor	91390	13	0.00	0.00	0.00	0.00
2 qube Compact Monitor, base unit	91390-A	13	11,515.00	6,102.95	79,338.35	
3 English Language	91390-1	13	0.00	0.00	0.00	0.00
4 Four Waveforms	91390-04	13	1,315.00	696.95	9,060.35	
5 Data Shuttle	91390-Q	13	450.00	238.50	3,100.50	
6 Wireless (802.11 a/b/g)	91390-P	13	955.00	506.15	6,579.95	
7 Ultraview SL Command Module	91496	13	0.00	0.00	0.00	0.00
8 English Language	91496-1	13	0.00	0.00	0.00	0.00
9 Invasive/Cardiac Output Parameter Set	91496-C	13	12,800.00	6,784.00	88,192.00	
10 Advanced Multiview Arrhythmia (MVI)	91496-H	13	1,688.00	894.64	11,630.32	
11 Masimo SpO2	91496-M	13	743.00	743.00	9,659.00	
12 Adult/Neonatal Respiration	91496-R	13	575.00	304.75	3,961.75	
13 ST Segment Analysis	91496-S	13	446.00	236.38	3,072.94	
14 Basic CEC Support. Includes 3 consecutive days of customized clinical onsite training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1	4,850.00	0.00	0.00	
15 Additional Week of Clinical Education Project Management. Includes 3 consecutive days of onsite support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1	4,850.00	2,958.50	2,958.50	
16 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1	3,500.00	3,500.00	3,500.00	
17 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1	5,000.00	5,000.00	5,000.00	
18 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	18,232.70	0.00	0.00	
19 VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	016-0938-00	13	605.00	605.00	7,865.00	
20 Power Supply Holster, Wall Mounted	016-0863-00	13	34.00	34.00	442.00	
21 Mount, wall channel, 19 inch GCX	016-0506-00	13	39.00	39.00	507.00	
22 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	13	41.00	41.00	533.00	



SPACELABS
- EARTHWARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
23 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	13	90.00	65.00	845.00
24 ECG combiner lead wire set, 5L, multi-pin, AAMI, 74cm/29 in	700-0006-37	13	110.00	65.00	845.00
25 BP hose, single tube, adult	714-0018-00	13	100.00	34.30	445.90
26 INVBP integrated adapter cable, Edwards Lifesciences, dual pressure	700-0292-01	13	320.00	187.50	2,437.50
27 Masimo LNCS sensor adapter cable	700-0906-01	13	400.00	284.00	3,692.00
28 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
29 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
30 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	13	40.10	\$40.10	521.30
31 Installation	999-9999-97	1	10,129.28	\$7,596.96	7,596.96
PACU Total					\$251,784.32

S P A C E L A B S
HEALTHCARE

Line Description	Item Number	OR		Unit List Price	Unit Net Price	Ext. Net Price
		Qty				
1 Basic CEC Support. Includes 3 consecutive weekdays of customized clinical training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1		4,850.00	0.00	0.00
2 Additional Week of Clinical Support. Includes 3 consecutive weekdays of support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1		4,850.00	2,958.50	2,958.50
3 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1		3,500.00	3,500.00	3,500.00
4 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1		5,000.00	5,000.00	5,000.00
5 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4		20,618.47	0.00	0.00
6 Ultraview SL Command Module	91496	12		0.00	0.00	0.00
7 English Language	91496-1	12		0.00	0.00	0.00
8 Advanced Multiview Arrhythmia (MVII)	91496-H	12		1,688.00	894.64	10,735.68
9 Masimo SpO2	91496-M	12		743.00	743.00	8,916.00
10 Adult/Neonatal Respiration	91496-R	12		575.00	304.75	3,657.00
11 ST Segment Analysis	91496-S	12		446.00	236.38	2,836.56
12 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	12		90.00	65.00	780.00
13 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	12		110.00	65.00	780.00
14 BP hose, single tube, adult	714-0018-00	12		100.00	34.30	411.60
15 INVBP integrated adapter cable, Edwards Lifesciences, dual pressure	700-0292-01	12		320.00	187.50	2,250.00
16 TruLink cardiac output adapter cable	700-0027-00	1		90.00	56.63	56.63
17 Cardiac output cable, Baxter/Edwards/Abbott	306655-003	1		250.00	160.88	160.88
18 Masimo LNCS sensor adapter cable	700-0906-01	12		400.00	284.00	3,408.00
19 Dual temperature adapter cable, 30cm/12 in	700-0031-00	12		160.00	67.13	805.56
20 Universal temperature probe extension cable, YSI 400 series compatible	700-4000-00	12		150.00	46.50	558.00
21 qube Compact Monitor	91390	12		0.00	0.00	0.00
22 qube Compact Monitor, base unit	91390-A	12		11,515.00	6,102.95	73,235.40

SPACE LABS
HEALTHCARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
23 English Language	91390-1	12	0.00	0.00	0.00
24 Six Waveforms	91390-06	12	2,635.00	1,396.55	16,758.60
25 Peroperative	91390-D	12	530.00	280.90	3,370.80
26 Vital Signs Calculations	91390-N	12	450.00	238.50	2,862.00
27 Data Shuttle	91390-Q	12	450.00	238.50	2,862.00
28 Wireless (802.11 a/b/g)	91390-P	12	955.00	506.15	6,073.80
29 Ultraview SL Bispectral Index (BISx) Module	91482	12	0.00	0.00	0.00
30 English Language	91482-1	12	0.00	0.00	0.00
31 Base Unit Module	91482-A	12	4,742.00	2,513.26	30,159.12
32 BISx Pod Kit	719-0006-20	12	3,347.00	1,773.91	21,286.92
33 Module Housing for up to two modules	90499	12	2,180.00	1,155.40	13,864.80
34 SDLC cable, 4 ft, for connecting 90499 Module Housing to UVSL Portables (91370, 91369, 91367) and qube (91390)	012-0532-04	12	271.00	271.00	3,252.00
35 Power Supply, 90W, 20V, Medical, 26-pin D-Sub connector	119-0251-05	12	209.35	209.35	2,512.20
36 Invasive Parameter Set	91496-B	12	11,064.00	5,863.92	70,367.04
37 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	12	40.10	\$40.10	481.20
38 Installation	999-9999-97	1	11,454.71	\$8,591.03	8,591.03
OR Total					\$302,491.32

OR Proposal Notes

Mounting devices have not been quoted herein.

S P A C E L A B S
HEALTHCARE

Line Description	Item Number	Qty	OB		Unit Net Price	Ext. Net Price
			Unit List Price			
1 qube Compact Monitor	91390	4	0.00		0.00	0.00
2 qube Compact Monitor, base unit	91390-A	4	1,515.00	6,102.95	24,411.80	
3 English Language	91390-1	4	0.00		0.00	0.00
4 Four Waveforms	91390-04	4	1,315.00	696.95	2,787.80	
5 Data Shuttle	91390-Q	4	450.00	238.50	954.00	
6 Wireless (802.11 a/b/g)	91390-P	4	955.00	506.15	2,024.60	
7 Ultraview SL Command Module	91496	4	0.00		0.00	0.00
8 English Language	91496-1	4	0.00		0.00	0.00
9 Invasive Parameter Set	91496-B	4	11,064.00	5,863.92	23,455.68	
10 Advanced Multiview Arrhythmia (MVII)	91496-H	4	1,688.00	894.64	3,578.56	
11 Masimo SpO2	91496-M	4	743.00	743.00	2,972.00	
12 Adult/Neonatal Respiration	91496-R	4	575.00	304.75	1,219.00	
13 ST Segment Analysis	91496-S	4	446.00	236.38	945.52	
14 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	5,297.58	0.00	0.00	
15 VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	016-0938-00	4	605.00	605.00	2,420.00	
16 Power Supply Holster, Wall Mounted	016-0863-00	4	34.00	34.00	136.00	
17 Mount, wall channel, 19 inch GCX	016-0506-00	4	39.00	39.00	156.00	
18 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	4	41.00	41.00	164.00	
19 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	4	90.00	65.00	260.00	
20 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	4	110.00	65.00	260.00	
21 BP hose, single tube, adult	714-0018-00	4	100.00	34.30	137.20	
22 ECG pre-wired neo electrode, DIN unshielded, 3L, 100/bx	685-0037-00	1	670.00	482.81	482.81	
23 ECG neonatal cable, DIN unshielded, 3-Lead, AAMI	700-0008-12	1	180.00	120.00	120.00	
24 BP hose, single tube, neonatal	714-0019-01	1	100.00	21.30	21.30	
25 BP cuff, SoftCheck vinyl neonatal, 1T, size 1, 3-6cm, M316, 10/bx	VNN1ST-M316-10	1	31.05	22.50	22.50	
26 BP cuff, SoftCheck vinyl neonatal, 1T, size 2, 4-8cm, M316, 10/bx	VNN2ST-M316-10	1	31.05	22.50	22.50	
27 BP cuff, SoftCheck vinyl neonatal, 1T, size 3, 6-11cm, M316, 10/bx	VNN3ST-M316-10	1	31.05	22.50	22.50	
28 BP cuff, SoftCheck vinyl neonatal, 1T, size 4, 7-13cm, M316, 10/bx	VNN4ST-M316-10	1	31.05	22.50	22.50	
29 BP cuff, SoftCheck vinyl neonatal, 1T, size 5, 8-15cm, M316, 10/bx	VNN5ST-M316-10	1	31.05	22.50	22.50	



SPACE LABS
HEALTHCARE

Line Description		Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
30	Masimo LNCS sensor adapter cable	700-0906-01	4	400.00	284.00	1,136.00
31	Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
32	Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
33	Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	4	40.10	\$40.10	160.40
34	Installation	999-9999-97	1	2,943.10	\$2,207.33	2,207.33
OB Total						\$70,122.50

S P A C E L A B S
H E A L T H C A R E**DIGESTIVE HEALTH**

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 qube Compact Monitor	91390	3	0.00	0.00	0.00
2 qube Compact Monitor, base unit	91390-A	3	11,515.00	6,102.95	18,308.85
3 English Language	91390-1	3	0.00	0.00	0.00
4 Four Waveforms	91390-04	3	1,315.00	696.95	2,090.85
5 Ultraview SL Command Module	91496	3	0.00	0.00	0.00
6 English Language	91496-1	3	0.00	0.00	0.00
7 Invasive Parameter Set	91496-B	3	11,064.00	5,863.92	17,591.76
8 Advanced Multiview Arrhythmia (MVII)	91496-H	3	1,688.00	894.64	2,683.92
9 Masimo SpO2	91496-M	3	743.00	743.00	2,229.00
10 Adult/Neonatal Respiration	91496-R	3	575.00	304.75	914.25
11 ST Segment Analysis	91496-S	3	446.00	236.38	709.14
12 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	3,783.51	0.00	0.00
13 VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	016-0938-00	3	605.00	605.00	1,815.00
14 Power Supply Holster, Wall Mounted	016-0863-00	3	34.00	34.00	102.00
15 Mount, wall channel, 19 inch GCX	016-0506-00	3	39.00	39.00	117.00
16 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	3	41.00	41.00	123.00
17 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	3	90.00	65.00	195.00
18 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	3	110.00	65.00	195.00
19 BP hose, single tube, adult	714-0018-00	3	100.00	34.30	102.90
20 Masimo LNCS sensor adapter cable	700-0906-01	3	400.00	284.00	852.00
21 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
22 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
23 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	3	40.10	\$40.10	120.30
24 Installation	999-9999-97	1	2,101.95	\$1,576.46	1,576.46
DIGESTIVE HEALTH Total					\$49,726.43



SPACELABS
Medical Equipment

Line Description	Item Number	TEE ROOM		Unit Net Price	Ext. Net Price
		Qty	Unit List Price		
1 qube Compact Monitor	91390	1	0.00	0.00	0.00
2 qube Compact Monitor, base unit	91390-A	1	11,515.00	6,102.95	6,102.95
3 English Language	91390-1	1	0.00	0.00	0.00
4 Four Waveforms	91390-04	1	1,315.00	696.95	696.95
5 Data Shuttle	91390-Q	1	450.00	238.50	238.50
6 Wireless (802.11 a/b/g)	91390-P	1	955.00	506.15	506.15
7 Ultraview SL Command Module	91496	1	0.00	0.00	0.00
8 English Language	91496-1	1	0.00	0.00	0.00
9 Invasive Parameter Set	91496-B	1	11,064.00	5,863.92	5,863.92
10 Advanced Multiview Arrhythmia (MVI)	91496-H	1	1,688.00	894.64	894.64
11 Masimo SpO2	91496-M	1	743.00	743.00	743.00
12 12-lead diagnostic ECG with measurements and Interpretation	91496-D	1	1,629.00	863.37	863.37
13 Adult/Neonatal Respiration	91496-R	1	575.00	304.75	304.75
14 ST Segment Analysis	91496-S	1	446.00	236.38	236.38
15 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	1,397.70	0.00	0.00
16 VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	016-0938-00	1	605.00	605.00	605.00
17 Power Supply Holster, Wall Mounted	016-0863-00	1	34.00	34.00	34.00
18 Mount, wall channel, 19 inch GCX	016-0506-00	1	39.00	39.00	39.00
19 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	1	41.00	41.00	41.00
20 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	1	90.00	65.00	65.00
21 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	2	110.00	65.00	130.00
22 BP hose, single tube, adult	714-0018-00	1	100.00	34.30	34.30
23 ECG combiner cable, 5+5-Lead Spacelabs monitors, AAMI	700-0008-56	1	250.00	150.00	150.00
24 ECG combiner lead wire set, 5V-Leads, multi-pinch, 74cm/29 in	700-0006-38	1	120.00	75.00	75.00
25 Masimo LNCS sensor adapter cable	700-0906-01	1	400.00	284.00	284.00
26 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
27 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
28 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	1	40.10	\$40.10	40.10
29 Installation	999-9999-97	1	776.50	\$582.38	582.38
TEE ROOM Total				\$18,530.39	

S P A C E L A B S
H E A L T H C A R E**RADIOLOGY**

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 qube Compact Monitor	91390	1	0.00	0.00	0.00
2 qube Compact Monitor, base unit	91390-A	1	11,515.00	6,102.95	6,102.95
3 English Language	91390-1	1	0.00	0.00	0.00
4 Four Waveforms	91390-04	1	1,315.00	696.95	696.95
5 Data Shuttle	91390-Q	1	450.00	238.50	238.50
6 Wireless (802.11 a/b/g)	91390-P	1	955.00	506.15	506.15
7 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	1,324.40	0.00	0.00
8 Ultraview SL Command Module	91496	1	0.00	0.00	0.00
9 English Language	91496-1	1	0.00	0.00	0.00
10 Invasive Parameter Set	91496-B	1	11,064.00	5,863.92	5,863.92
11 Advanced Multiview Arrhythmia (MVII)	91496-H	1	1,688.00	894.64	894.64
12 Masimo SpO2	91496-M	1	743.00	743.00	743.00
13 Adult/Neonatal Respiration	91496-R	1	575.00	304.75	304.75
14 ST Segment Analysis	91496-S	1	446.00	236.38	236.38
15 VHM Arm, 30 lb Limit, Quick Release with Drop- In Backplate	016-0938-00	1	605.00	605.00	605.00
16 Power Supply Holster, Wall Mounted	016-0863-00	1	34.00	34.00	34.00
17 Mount, wall channel, 19 inch GCX	016-0506-00	1	39.00	39.00	39.00
18 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	1	41.00	41.00	41.00
19 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	1	90.00	65.00	65.00
20 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	1	110.00	65.00	65.00
21 BP hose, single tube, adult	714-0018-00	1	100.00	34.30	34.30
22 Masimo LNCS sensor adapter cable	700-0906-01	1	400.00	284.00	284.00
23 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	1	40.10	\$40.10	40.10
24 Installation	999-9999-97	1	735.78	\$551.84	551.84
RADIOLOGY Total					\$17,346.48



SPACE LABS
TECHNOLOGIES

EMERGENCY DEPARTMENT

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 qube Compact Monitor	91390	22	0.00	0.00	0.00
2 qube Compact Monitor, base unit	91390-A	22	11,515.00	6,102.95	134,264.90
3 English Language	91390-1	22	0.00	0.00	0.00
4 Six Waveforms	91390-06	22	2,635.00	1,396.55	30,724.10
5 Data Shuttle	91390-Q	22	450.00	238.50	5,247.00
6 Wireless (802.11 a/b/g)	91390-P	22	955.00	506.15	11,135.30
7 Ultraview SL Command Module	91496	22	0.00	0.00	0.00
8 English Language	91496-1	22	0.00	0.00	0.00
9 Invasive/Cardiac Output Parameter Set	91496-C	22	12,800.00	6,784.00	149,248.00
10 Advanced Multiview Arrhythmia (MVI)	91496-H	22	1,688.00	894.64	19,682.08
11 Masimo SpO2	91496-M	22	743.00	743.00	16,346.00
12 12-lead diagnostic ECG with measurements and interpretation	91496-D	22	1,629.00	863.37	18,994.14
13 Adult/Neonatal Respiration	91496-R	22	575.00	304.75	6,704.50
14 ST Segment Analysis	91496-S	22	446.00	236.38	5,200.36
15 Xhibit Central Station	96102	1	0.00	0.00	0.00
16 Xhibit central station, base Computer	96102-B	1	0.00	0.00	0.00
17 Xhibit central station, 25 bed bundle	96102-25	1	82,770.00	43,868.10	43,868.10
18 Single patient license for Xhibit central station	910-6102-01	25	0.00	0.00	0.00
19 Basic CEC Support. Includes 3 consecutive weekdays of customized clinical training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1	4,850.00	0.00	0.00
20 Additional Week of Clinical Support. Includes 3 consecutive weekdays of support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1	4,850.00	2,958.50	2,958.50
21 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1	3,500.00	3,500.00	3,500.00
22 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1	5,000.00	5,000.00	5,000.00
23 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	38,916.99	0.00	0.00

SPACELABS
PATIENT CARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
24 VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	016-0938-00	22	605.00	605.00	13,310.00
25 Power Supply Holster, Wall Mounted	016-0863-00	22	34.00	34.00	748.00
26 Mount, wall channel, 19 inch GCX	016-0506-00	22	39.00	39.00	858.00
27 Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	016-0942-00	22	41.00	41.00	902.00
28 ECG combiner lead wire set, 5L, multi-pinched, AAMI, 74cm/29 in	700-0006-37	22	110.00	65.00	1,430.00
29 BP hose, single tube, adult	714-0018-00	22	100.00	34.30	754.60
30 Enhanced Software Support Plan (ICS/XprezzNet/Xhibit). Unit price is per year.	999-1898-00	1	7,451.55	5,588.66	5,588.66
31 Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
32 Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00
33 Capnography Module	92517	5	0.00	0.00	0.00
34 English Language	92517-1	5	0.00	0.00	0.00
35 Capnography Module, base unit	92517-A	5	6,300.00	3,339.00	16,695.00
36 NomoLine LH Nasal/Oral CO2 Cannula, Adult w/O2, 2 m/7 ft.	704-3824-00	1	450.00	337.50	337.50
37 NomoLine LH Airway Adapter Set, Adult/Pediatric, 2 m/7 ft.	704-3814-00	1	338.14	253.61	253.61
38 ECG pre-wired neo electrode, DIN unshielded, 3L, 100/bx	685-0037-00	1	670.00	482.81	482.81
39 ECG neonatal cable, DIN unshielded, 3-Lead, AAMI	700-0008-12	2	180.00	120.00	240.00
40 ECG combiner cable, 5+5-Lead Spacelabs monitors, AAMI	700-0008-56	22	250.00	150.00	3,300.00
41 ECG combiner lead wire set, 5V-Leads, multi-pinched, 74cm/29 in	700-0006-38	22	120.00	75.00	1,650.00
42 BP hose, single tube, neonatal	714-0019-01	2	100.00	21.30	42.60
43 BP cuff, SoftCheck vinyl neonatal, 1T, size 1, 3-6cm, M316, 10/bx	VNN1ST-M316-10	1	31.05	22.50	22.50
44 BP cuff, SoftCheck vinyl neonatal, 1T, size 2, 4-8cm, M316, 10/bx	VNN2ST-M316-10	1	31.05	22.50	22.50
45 BP cuff, SoftCheck vinyl neonatal, 1T, size 3, 6-11cm, M316, 10/bx	VNN3ST-M316-10	1	31.05	22.50	22.50
46 BP cuff, SoftCheck vinyl neonatal, 1T, size 4, 7-13cm, M316, 10/bx	VNN4ST-M316-10	1	31.05	22.50	22.50
47 BP cuff, SoftCheck vinyl neonatal, 1T, size 5, 8-15cm, M316, 10/bx	VNN5ST-M316-10	1	31.05	22.50	22.50
48 INVBP Integrated adapter cable, Edwards Lifesciences, dual pressure	700-0292-01	22	320.00	187.50	4,125.00
49 Masimo LNCS sensor adapter cable	700-0906-01	22	400.00	284.00	6,248.00
50 Dual temperature adapter cable, 30cm/12 in	700-0031-00	22	160.00	67.13	1,476.86



SPACE LABS
HEALTH CARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
51 Universal temperature probe extension cable, YSI 400 series compatible	700-4000-00	22	150.00	46.50	1,023.00
52 Xhibit display, 22" high resolution touchscreen	011-0241-01	3	3,182.00	\$1,686.46	5,059.38
53 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
54 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
55 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	22	40.10	\$40.10	882.20
56 Installation	999-9999-97	1	21,620.55	\$16,215.41	16,215.41
EMERGENCY DEPARTMENT Total					\$534,608.11

S P A C E L A B S
H E A L T H C A R E

Line Description	CVICU				
	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 Xprezzon monitor	91393	18	0.00	0.00	0.00
2 Xprezzon base	91393-A	18	15,460.00	8,193.80	147,488.40
3 English Language	91393-1	18	0.00	0.00	0.00
4 Eight Waveforms	91393-08	18	4,677.00	2,478.81	44,618.58
5 Data Shuttle	91393-Q	18	451.00	239.03	4,302.54
6 Full Bed Review	91393-W	18	665.00	352.45	6,344.10
7 Ultraview SL Command Module	91496	18	0.00	0.00	0.00
8 English Language	91496-1	18	0.00	0.00	0.00
9 Invasive/Cardiac Output Parameter Set	91496-C	18	12,800.00	6,784.00	122,112.00
10 Advanced Multiview Arrhythmia (MVI)	91496-H	18	1,688.00	894.64	16,103.52
11 Masimo SpO2	91496-M	18	743.00	743.00	13,374.00
12 12-lead diagnostic ECG with measurements and Interpretation	91496-D	18	1,629.00	863.37	15,540.66
13 Adult/Neonatal Respiration	91496-R	18	575.00	304.75	5,485.50
14 ST Segment Analysis	91496-S	18	446.00	236.38	4,254.84
15 Xhibit Central Station	96102	2	0.00	0.00	0.00
16 Xhibit central station, base Computer	96102-B	2	0.00	0.00	0.00
17 Xhibit central station, 22 bed bundle	96102-22	2	75,496.00	40,012.88	80,025.76
18 Single patient license for Xhibit central station	910-6102-01	44	0.00	0.00	0.00
19 19in Premium XPREZZON display with integrated high resolution front & rear LED alarm lights & ambient light dimming sensor	94267-19	18	4,895.00	2,594.35	46,698.30
20 Capnography Module	92517	18	0.00	0.00	0.00
21 English Language	92517-1	18	0.00	0.00	0.00
22 Capnography Module, base unit	92517-A	18	6,300.00	3,339.00	60,102.00
23 Printer, Laserjet, HP, M506N, 110V	010-1971-01	1	1,600.25	848.13	848.13
24 USB Cable A-Male to B-Male 2.0, 6ft	010-1863-00	1	29.37	15.57	15.57
25 Basic CEC Support. Includes 3 consecutive days of customized clinical onsite training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1	4,850.00	0.00	0.00
26 Additional Week of Clinical Education Project Management. Includes 3 consecutive days of onsite support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1	4,850.00	2,958.50	2,958.50



SPACELABS
HEALTHCARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
27 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1	3,500.00	3,500.00	3,500.00
28 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1	5,000.00	5,000.00	5,000.00
29 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	48,305.71	0.00	0.00
30 VHM Arm, Backpack, 40 lb limit	016-0887-01	18	595.00	595.00	10,710.00
31 KIT, BRACKET, BKPK, 91393	016-0899-00	18	142.00	142.00	2,556.00
32 Power Supply Holster, Wall Mounted	016-0863-00	36	34.00	34.00	1,224.00
33 Crossmember for mounting power supply holsters side by side	016-0512-00	18	46.00	24.38	438.84
34 20 Inch Display Alarm Cable	012-0887-02	18	0.00	0.00	0.00
35 16 inch DVI Cable	012-0893-01	18	0.00	0.00	0.00
36 12 inch Touch Screen Cable	012-0894-01	18	0.00	0.00	0.00
37 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	18	90.00	65.00	1,170.00
38 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	25	110.00	65.00	1,625.00
39 BP hose, single tube, adult	714-0018-00	18	100.00	34.30	617.40
40 Enhanced Software Support Plan (ICS/XprezzNet/Xhibit). Unit price is per year.	999-1898-00	1	2,804.88	2,103.66	2,103.66
41 Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
42 Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00
43 NomoLine HH Nasal/Oral CO2 Cannula, Adult w/O2, 2 m/7 ft.	704-3837-00	4	487.29	365.47	1,461.88
44 NomoLine HH airway adapter set, adult/pediatric, 704-3827-00 25/bx		4	600.43	450.32	1,801.28
45 ECG combiner cable, 5+5-Lead Spacelabs monitors, AAMI	700-0008-56	7	250.00	150.00	1,050.00
46 ECG combiner lead wire set, 5V-Leads, multi-pinch, 74cm/29 in	700-0006-38	7	120.00	75.00	525.00
47 INVBP Integrated adapter cable, Edwards Lifesciences, dual pressure	700-0292-01	18	320.00	187.50	3,375.00
48 TruLink cardiac output adapter cable	700-0027-00	4	90.00	56.63	226.52
49 Cardiac output cable, Baxter/Edwards/Abbott	306655-003	4	250.00	160.88	643.52
50 Masimo LNCS sensor adapter cable	700-0906-01	18	400.00	284.00	5,112.00
51 Dual temperature adapter cable, 30cm/12 in	700-0031-00	18	160.00	67.13	1,208.34



SPACE LABS
HEALTHCARE

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
52 Universal temperature probe extension cable, YSI 400 series compatible	700-4000-00	18	150.00	46.50	837.00
53 Xhibit display, 22" high resolution touchscreen	011-0241-01	4	3,182.00	\$1,686.46	6,745.84
54 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
55 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00
56 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	36	40.10	\$40.10	1,443.60
57 Installation	999-9999-97	1	26,836.51	\$20,127.38	20,127.38
CVICU Total					\$643,774.66



SPACELABS
HEALTHCARE

Line Description	Item Number	TRANSPORT			
		Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 Qube Mini Transport Monitor	91389	5	0.00	0.00	0.00
2 Qube Mini, base unit	91389-A	5	9,000.00	4,770.00	23,850.00
3 English Language	91389-1	5	0.00	0.00	0.00
4 Four Waveforms	91389-04	5	1,315.00	696.95	3,484.75
5 Data Shuttle	91389-Q	5	450.00	238.50	1,192.50
6 Wireless (802.11 a/b/g)	91389-P	5	531.92	281.92	1,409.60
7 Ultraview SL Command Module	91496	5	0.00	0.00	0.00
8 English Language	91496-1	5	0.00	0.00	0.00
9 Invasive/Cardiac Output Parameter Set	91496-C	5	12,800.00	6,784.00	33,920.00
10 Advanced Multiview Arrhythmia (MVI)	91496-H	5	1,688.00	894.64	4,473.20
11 Masimo SpO2	91496-M	5	743.00	743.00	3,715.00
12 12-lead diagnostic ECG with measurements and Interpretation	91496-D	5	1,629.00	863.37	4,316.85
13 Adult/Neonatal Respiration	91496-R	5	575.00	304.75	1,523.75
14 ST Segment Analysis	91496-S	5	446.00	236.38	1,181.90
15 Roll Stand for 91389/91331/91330	016-0823-00	5	307.00	307.00	1,535.00
16 Roll Stand Mounting Kit for 91389/91331/91330 External Power Supply	016-0827-00	5	75.00	75.00	375.00
17 Mounting adapter, Qube Mini, 91389	SL-0087-16	5	120.00	120.00	600.00
18 Capnography Pod	92516	4	0.00	0.00	0.00
19 English Language	92516-1	4	0.00	0.00	0.00
20 Capnography Pod, base unit	92516-A	4	6,300.00	3,339.00	13,356.00
21 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	7,726.03	0.00	0.00
22 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	700-0008-57	5	90.00	65.00	325.00
23 ECG combiner lead wire set, 5L, multi-pin, AAMI, 74cm/29 in	700-0006-37	6	110.00	65.00	390.00
24 BP hose, single tube, adult	714-0018-00	5	100.00	34.30	171.50
25 NomoLine LH Nasal/Oral CO2 Cannula, Adult w/O2, 2 m/7 ft.	704-3824-00	1	450.00	337.50	337.50
26 NomoLine LH Airway Adapter Set, Adult/Pediatric, 2 m/7 ft.	704-3814-00	1	338.14	253.61	253.61
27 ECG combiner cable, 5+5-Lead Spacelabs monitors, AAMI	700-0008-56	1	250.00	150.00	150.00
28 ECG combiner lead wire set, 5V-Leads, multi-pin, 74cm/29 in	700-0006-38	1	120.00	75.00	75.00
29 Masimo LNCS sensor adapter cable	700-0906-01	5	400.00	284.00	1,420.00
30 Patient Monitoring Service Manual, CD-ROM	084-0700-03	1	0.00	\$0.00	0.00
31 Ultraview SL Network Operations Manual, CD-ROM, English	084-1101-05	1	0.00	\$0.00	0.00

S P A C E L A B S
- F A I T H U A G E

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
32 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	5	40.10	\$40.10	200.50
33 Installation	999-9999-97	1	4,339.99	\$3,254.99	3,254.99
TRANSPORT Total					\$101,511.65

S P A C E L A B S
H E A L T H C A R E

Line	Description	TELEMETRY				
		Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1	AriaTele Telemetry Transmitter	96281	108	0.00	0.00	0.00
2	ECG Transmitter with Display	96281-B	108	2,800.00	1,484.00	160,272.00
3	Q Band (608-614 MHz)	96281-05	108	0.00	0.00	0.00
4	Wideband (50 kHz bandwidth)	96281-W	108	0.00	0.00	0.00
5	5-lead, AHA/AAMI color code	96281-J	108	0.00	0.00	0.00
6	AriaTele Telemetry Transmitter	96281	34	0.00	0.00	0.00
7	ECG Transmitter with Display	96281-B	34	2,800.00	1,484.00	50,456.00
8	T&V Band (1400 MHz)	96281-09	34	0.00	0.00	0.00
9	Wideband (50 kHz bandwidth)	96281-W	34	0.00	0.00	0.00
10	5-lead, AHA/AAMI color code	96281-J	34	0.00	0.00	0.00
11	Xhibit Telemetry Receiver	96280	7	0.00	0.00	0.00
12	Xhibit Telemetry Receiver, Base	96280-A	7	0.00	0.00	0.00
13	Q Band Receiver, 608-614 MHz	96280-Q	7	0.00	0.00	0.00
14	Xhibit Telemetry Receiver Housing, 16 Patient Bundle	96280-16	7	81,300.00	43,089.00	301,623.00
15	Quad Receiver, Q Band, 96280	96280-Q	28	0.00	0.00	0.00
16	Xhibit Telemetry Receiver	96280	3	0.00	0.00	0.00
17	Xhibit Telemetry Receiver, Base	96280-A	3	0.00	0.00	0.00
18	T Band Receiver, 1395-1400 MHz	96280-T	3	0.00	0.00	0.00
19	Xhibit Telemetry Receiver Housing, 16 Patient Bundle	96280-16	3	81,300.00	43,089.00	129,267.00
20	Quad Receiver, T Band, 96280	96280-T	12	0.00	0.00	0.00
21	ECG combiner adapter, Aria Telemetry, 96281, AAMI	700-0008-88	142	60.00	40.00	5,680.00
22	ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in	700-0006-37	142	110.00	65.00	9,230.00
23	CD-ROM, Manual, Ops, 96281, ariaTele	084-2201-01	1	0.00	0.00	0.00
24	AriaTele Service Manual, CD-ROM	084-2202-01	1	0.00	0.00	0.00
25	Active antenna kit, MultiBand WMTS, with 110v power supply	040-1428-03	83	2,800.00	2,800.00	232,400.00
26	Extended telemetry antenna coverage	999-1161-00	68	297.00	297.00	20,196.00
27	Basic CEC Support. Includes 3 consecutive weekdays of customized clinical training (workflow process development, alarm management, eLearning administration). Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M.	999-0222-51	1	4,850.00	0.00	0.00
28	Additional Week of Clinical Support. Includes 3 consecutive weekdays of support. Up to 7 hours of class time per day, between the hours of 8 A.M. and 8 P.M. Required for units with >50 users to train and/or >11 beds.	999-0222-52	1	4,850.00	2,958.50	2,958.50



S P A C E L A B S
S P A C E H A B I T

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
29 Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live activities from the initial project kickoff to project closure utilizing the 5 stages of the Project Management Process.	999-1510-13	1	3,500.00	3,500.00	3,500.00
30 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	64,935.00	0.00	0.00
31 Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
32 Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00
33 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1	5,000.00	5,000.00	5,000.00
34 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	93	40.10	\$40.10	3,729.30
35 Installation	999-9999-97	1	36,075.00	\$27,056.25	27,056.25
TELEMETRY Total					\$951,368.05

S P A C E L A B S
SAFETY LABS

Line Description	SAFE N SOUND					
	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price	
1 SafeNSound Enterprise 1 Year Contract (241-360 devices, price per device)	910-0278-00	256	511.00	511.00	130,816.00	
2 Xprezznet Bed License, SafeNSound, waveforms on	910-0271-01	256	0.00	0.00	0.00	
3 XprezzNet	96190	4	0.00	0.00	0.00	
4 XprezzNet Implementation with SafeNSound Enterprise	999-1296-00	1	18,000.00	18,000.00	18,000.00	
5 Clinical Training and Implementation of Enterprise SafeNSound - includes 1 Clinical Educator for up to 3 consecutive weekdays. Quantity varies based on size of project. Non-discountable.	999-0222-65	3	4,850.00	4,850.00	14,550.00	
6 SNS Enterprise LiveView App License	999-1298-02	1	0.00	0.00	0.00	
SAFE N SOUND Total						\$163,366.00

S P A C E L A B S
H E A L T H D A T A

Line Description	INTERFACES				
	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 12-Lead Interface Format Translator	92877-A	1	0.00	0.00	0.00
2 100 Bed License, Format Translator	999-2877-80	1	11,669.00	6,184.57	6,184.57
3 G2 Implementation Services - Core Services	999-2028-00	24	266.00	199.50	4,788.00
4 G2 Implementation Services - Application Services	999-2030-00	6	266.00	199.50	1,197.00
5 G2 Implementation Services - ADT Interface Implementation and System Administration Training	999-2032-00	1	15,912.00	11,934.00	11,934.00
6 Enhanced Software Support for new ICS 5.0 installations with bundles. Price is per year.	999-1898-02	1	40,275.15	0.00	0.00
7 ICS 5.0 Documentation CD	084-1530-00	1	0.00	0.00	0.00
8 1 Bed Clinical Access Bundle License	910-3999-01	256	600.00	318.00	81,408.00
9 72 hr Smart Disclosure License, ICS 5.0	910-3810-00	1	0.00	0.00	0.00
10 HL7 ADT Interface Enterprise License	910-3842-00	1	21,216.00	11,244.48	11,244.48
11 1 Bed 12-Lead Interface License	910-3877-01	61	293.00	155.29	9,472.69
12 SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on the local network. Remediation, Testing and Go Live Support.	999-1510-01	1	5,000.00	5,000.00	5,000.00
13 Clinical Access Implementation Services	999-2029-00	1	6,365.00	4,773.75	4,773.75
14 G2 Implementation Services - Vital Signs Interface Implementation and System Administration Training	999-2033-00	1	15,912.00	11,934.00	11,934.00
15 ICS Clinical Access, Client Installation Software CD (v5.5.0)	063-1829-18	3	0.00	\$0.00	0.00
16 ICS Software CD (v5.5.0)	063-1830-17	1	0.00	\$0.00	0.00
17 ICS Clinical Access Help, Installation CD (v5.5.0)	063-1833-12	1	0.00	\$0.00	0.00
INTERFACES Total					\$147,936.49



SPACE LABS
PATENTED

Line	Description	3 NORTH				
		Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1	Xhibit Central Station	96102	2	0.00	0.00	0.00
2	Xhibit central station, base Computer	96102-B	2	0.00	0.00	0.00
3	Xhibit central station, 20 bed bundle	96102-20	2	71,331.00	37,805.43	75,610.86
4	Single patient license for Xhibit central station	910-6102-01	40	0.00	0.00	0.00
5	Enhanced Software Support Plan (ICS/XprezzNet/Xhibit). Unit price is per year.	999-1898-00	1	2,409.93	1,807.45	1,807.45
6	Operation Manual, CD, Xhibit/Telemetry	084-2301-06	1	0.00	0.00	0.00
7	Service Manual, CD, Xhibit/Telemetry	084-1479-06	1	0.00	0.00	0.00
8	Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	6,419.79	0.00	0.00
9	Xhibit display, 22" high resolution touchscreen	011-0241-01	4	3,182.00	\$1,686.46	6,745.84
10	Installation	999-9999-97	1	3,566.55	\$2,674.91	2,674.91
3 NORTH Total						\$86,839.06

S P A C E L A B S
— A C T I V E D A Y E

CARDIOLOGY		Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
Line Description						
1 qube Compact Monitor		91390	3	0.00	0.00	0.00
2 qube Compact Monitor, base unit		91390-A	3	11,515.00	6,102.95	18,308.85
3 English Language		91390-1	3	0.00	0.00	0.00
4 Four Waveforms		91390-04	3	1,315.00	696.95	2,090.85
5 Ultraview SL Command Module		91496	3	0.00	0.00	0.00
6 English Language		91496-1	3	0.00	0.00	0.00
7 Non-Invasive Parameter Set		91496-A	3	8,488.00	4,498.64	13,495.92
8 Multiview Arrhythmia (MVI)		91496-G	3	528.00	279.84	839.52
9 Masimo SpO2		91496-M	3	743.00	743.00	2,229.00
10 Adult/Neonatal Respiration		91496-R	3	575.00	304.75	914.25
11 ST Segment Analysis		91496-S	3	446.00	236.38	709.14
12 Depot Support Plan. Unit price is per year. Monitoring Products only.		999-9999-42	4	3,187.35	0.00	0.00
13 ECG combiner cable, 5-Lead Spacelabs monitors, AAMI		700-0008-57	3	90.00	65.00	195.00
14 ECG combiner lead wire set, 5L, multi-pinch, AAMI, 74cm/29 in		700-0006-37	3	110.00	65.00	195.00
15 BP hose, single tube, adult		714-0018-00	3	100.00	34.30	102.90
16 Masimo LNCS sensor adapter cable		700-0906-01	3	400.00	284.00	852.00
17 Dual temperature adapter cable, 30cm/12 in		700-0031-00	1	160.00	67.13	67.13
18 Universal temperature probe extension cable, YSI 400 series compatible		700-4000-00	1	150.00	46.50	46.50
19 Patient Monitoring Service Manual, CD-ROM		084-0700-03	1	0.00	\$0.00	0.00
20 Ultraview SL Network Operations Manual, CD-ROM, English		084-1101-05	1	0.00	\$0.00	0.00
21 Power Cord, North America, 3 ft, 120V, 10A		161-0246-00	3	40.10	\$40.10	120.30
22 Installation		999-9999-97	1	1,770.75	\$1,328.06	1,328.06
CARDIOLOGY Total						\$41,494.42

S P A C E L A B S
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Line Description	REPEATERS				
	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 Splitter display port 4WAY 96102	010-1975-00	6	949.58	949.58	5,697.48
2 DP to HDMI converter	P136-06N-ACT	5	70.00	70.00	350.00
3 HDMI over IP extender	ST12MHDLAN	5	950.00	950.00	4,750.00
4 HDMI over IP receiver only	ST12MHDLAN RX	5	500.00	500.00	2,500.00
5 Cable, HDMI, 6ft, black	012-0993-00	15	17.33	17.33	259.95
6 Cable, Display Port, Latching, 6ft	012-1013-00	10	34.12	34.12	341.20
7 Depot Support Plan. Unit price is per year. Monitoring Products only.	999-9999-42	4	2,960.41	0.00	0.00
8 Xhibit display, 22" high resolution touchscreen	011-0241-01	10	3,182.00	\$1,686.46	16,864.60
REPEATERS Total					\$30,763.23

S P A C E L A B S
- F U T U R E , A L I V E**7% OFF NET FOR COMPETITIVE EQUIPMENT TRADE IN - REQUIRES ONE FOR ONE TRADE IN (DOES NOT INCLUDE QUBE MINI)**

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 Trade in discount, monitoring items	7000-0001-999	1	0.00	-315,468.05	-315,468.05
7% OFF NET FOR COMPETITIVE EQUIPMENT TRADE IN - REQUIRES ONE FOR ONE TRADE IN (DOES NOT INCLUDE QUBE MINI) Total					

S P A C E L A B S
MADE IN THE USA

Line Description		BIOMEDICAL SPARES		Unit List Price	Unit Net Price	Ext. Net Price
	Item Number	Qty				
1	Factory Certified Discount for receiving a factory certified 91393 Xprezzon Monitor	999-SVCD-91393	1	-5,444.58	-5,444.58	-5,444.58
2	Xprezzon monitor	91393	1	0.00	0.00	0.00
3	Xprezzon base	91393-A	1	15,460.00	8,193.80	8,193.80
4	Eight Waveforms	91393-08	1	4,677.00	2,478.81	2,478.81
5	Remote Configurable Display	91393-C	1	1,785.00	946.05	946.05
6	Perioperative	91393-D	1	536.00	284.08	284.08
7	Vital Signs Calculations	91393-N	1	451.00	239.03	239.03
8	Data Shuttle	91393-Q	1	451.00	239.03	239.03
9	Patient Data Logger (PDL)	91393-R	1	947.00	501.91	501.91
10	Full View	91393-V	1	710.00	376.30	376.30
11	Full Bed Review	91393-W	1	665.00	352.45	352.45
12	English Language	91393-1	1	0.00	0.00	0.00
13	19in Premium XPREZZON display with integrated high resolution front & rear LED alarm lights & ambient light dimming sensor	94267-19	1	4,895.00	2,594.35	2,594.35
14	Factory Certified Discount for receiving a factory certified 92517 Capno Module	999-SVCD-92517	1	-1,669.50	-1,669.50	-1,669.50
15	Capnography Module	92517	1	0.00	0.00	0.00
16	Capnography Module, base unit	92517-A	1	6,300.00	3,339.00	3,339.00
17	English Language	92517-1	1	0.00	0.00	0.00
18	Factory Certified Discount for receiving a factory certified 91496 Command Module	999-SVCD-91496	1	-5,478.58	-5,478.58	-5,478.58
19	Ultraview SL Command Module	91496	1	0.00	0.00	0.00
20	Invasive/Cardiac Output Parameter Set	91496-C	1	12,800.00	6,784.00	6,784.00
21	12-lead diagnostic ECG with measurements and interpretation	91496-D	1	1,629.00	863.37	863.37
22	Advanced Multiview Arrhythmia (MVII)	91496-H	1	1,688.00	894.64	894.64
23	Adult/Neonatal Respiration	91496-R	1	575.00	304.75	304.75
24	ST Segment Analysis	91496-S	1	446.00	236.38	236.38
25	Varitrend 4	91496-V	1	2,134.00	1,131.02	1,131.02
26	English Language	91496-1	1	0.00	0.00	0.00
27	Masimo SpO2	91496-M	1	743.00	743.00	743.00
28	External AC power supply, 90 watt, 20 volt	119-0480-01	1	177.00	177.00	177.00
29	Power supply with 10' cable, 94267	010-1910-01	1	124.65	124.65	124.65
30	Factory Certified Discount for receiving a factory certified 94267 Display	999-SVCD-94267	1	-778.31	-778.31	-778.31
31	Factory Certified Discount for receiving a factory certified 91390 Qube Monitor	999-SVCD-91390	1	-5,228.45	-5,228.45	-5,228.45
32	qube Compact Monitor	91390	1	0.00	0.00	0.00

S P A C E L A B S
S P A C E C A L F

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
33 qube Compact Monitor, base unit	91390-A	1	11,515.00	6,102.95	6,102.95
34 Six Waveforms	91390-06	1	2,635.00	1,396.55	1,396.55
35 Vital Signs Calculations	91390-N	1	450.00	238.50	238.50
36 Data Shuttle	91390-Q	1	450.00	238.50	238.50
37 Patient Data Logger (PDL)	91390-R	1	950.00	503.50	503.50
38 Full View	91390-V	1	710.00	376.30	376.30
39 Full Bed Review	91390-W	1	665.00	352.45	352.45
40 English Language	91390-1	1	0.00	0.00	0.00
41 Printer	91390-U	1	1,400.00	742.00	742.00
42 Wireless (802.11 a/b/g)	91390-P	1	955.00	506.15	506.15
43 Factory Certified Discount for receiving a factory certified 92516 CapnoPod	999-SVCD-92516	1	-1,669.50	-1,669.50	-1,669.50
44 Capnography Pod	92516	1	0.00	0.00	0.00
45 Capnography Pod, base unit	92516-A	1	6,300.00	3,339.00	3,339.00
46 English Language	92516-1	1	0.00	0.00	0.00
47 Factory Certified Discount for receiving a factory certified 91496 Command Module	999-SVCD-91496	1	-5,478.58	-5,478.58	-5,478.58
48 Ultraview SL Command Module	91496	1	0.00	0.00	0.00
49 Invasive/Cardiac Output Parameter Set	91496-C	1	12,800.00	6,784.00	6,784.00
50 12-lead diagnostic ECG with measurements and interpretation	91496-D	1	1,629.00	863.37	863.37
51 Advanced Multiview Arrhythmia (MVI)	91496-H	1	1,688.00	894.64	894.64
52 Adult/Neonatal Respiration	91496-R	1	575.00	304.75	304.75
53 ST Segment Analysis	91496-S	1	446.00	236.38	236.38
54 Varitrend 4	91496-V	1	2,134.00	1,131.02	1,131.02
55 English Language	91496-1	1	0.00	0.00	0.00
56 Masimo SpO2	91496-M	1	743.00	743.00	743.00
57 Medical Power Supply 20V - 91390 ROHS	119-0552-01	1	190.33	190.33	190.33
58 BATT,NI2040SL29,10.8 V,87WHR,NRTL,91390	146-0142-02	1	269.78	269.78	269.78
59 Factory Certified Discount for receiving a factory certified 91389 Qube Mini Monitor	999-SVCD-91389	1	-3,841.69	-3,841.69	-3,841.69
60 Qube Mini Transport Monitor	91389	1	0.00	0.00	0.00
61 Qube Mini, base unit	91389-A	1	9,000.00	4,770.00	4,770.00
62 Six Waveforms	91389-06	1	2,200.00	1,166.00	1,166.00
63 Data Shuttle	91389-Q	1	450.00	238.50	238.50
64 Patient Data Logger (PDL)	91389-R	1	950.00	503.50	503.50
65 Full View	91389-V	1	710.00	376.30	376.30
66 Full Bed Review	91389-W	1	655.00	347.15	347.15
67 English Language	91389-1	1	0.00	0.00	0.00
68 Wireless (802.11 a/b/g)	91389-P	1	531.92	281.92	281.92

SPACELABS
- PART OF THE SPACELABS GROUP

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
69 Factory Certified Discount for receiving a factory certified 92516 CapnoPod	999-SVCD-92516	1	-1,669.50	-1,669.50	-1,669.50
70 Capnography Pod	92516	1	0.00	0.00	0.00
71 Capnography Pod, base unit	92516-A	1	6,300.00	3,339.00	3,339.00
72 English Language	92516-1	1	0.00	0.00	0.00
73 Factory Certified Discount for receiving a factory certified 91496 Command Module	999-SVCD-91496	1	-5,478.58	-5,478.58	-5,478.58
74 Ultraview SL Command Module	91496	1	0.00	0.00	0.00
75 Invasive/Cardiac Output Parameter Set	91496-C	1	12,800.00	6,784.00	6,784.00
76 12-lead diagnostic ECG with measurements and interpretation	91496-D	1	1,629.00	863.37	863.37
77 Advanced Multiview Arrhythmia (MVII)	91496-H	1	1,688.00	894.64	894.64
78 Adult/Neonatal Respiration	91496-R	1	575.00	304.75	304.75
79 ST Segment Analysis	91496-S	1	446.00	236.38	236.38
80 Varitrend 4	91496-V	1	2,134.00	1,131.02	1,131.02
81 English Language	91496-1	1	0.00	0.00	0.00
82 Masimo SpO2	91496-M	1	743.00	743.00	743.00
83 Power Supply	119-0480-02	1	163.13	163.13	163.13
84 Factory Certified Discount for receiving a factory certified 96280 XTR	999-SVCD-96280	1	-12,926.70	-12,926.70	-12,926.70
85 Xhibit Telemetry Receiver	96280	1	0.00	0.00	0.00
86 Xhibit Telemetry Receiver Housing, 16 Patient Bundle	96280-16	1	81,300.00	43,089.00	43,089.00
87 Xhibit Telemetry Receiver, Base	96280-A	1	0.00	0.00	0.00
88 Q Band Receiver, 608-614 MHz	96280-Q	1	0.00	0.00	0.00
89 Quad Receiver, Q Band, 96280	96280--Q	1	0.00	0.00	0.00
90 Factory Certified Discount for receiving a factory certified 96280 XTR	999-SVCD-96280	1	-12,926.70	-12,926.70	-12,926.70
91 Xhibit Telemetry Receiver	96280	1	0.00	0.00	0.00
92 Xhibit Telemetry Receiver Housing, 16 Patient Bundle	96280-16	1	81,300.00	43,089.00	43,089.00
93 Xhibit Telemetry Receiver, Base	96280-A	1	0.00	0.00	0.00
94 T Band Receiver, 1395-1400 MHz	96280-T	1	0.00	0.00	0.00
95 Quad Receiver, T Band, 96280	96280-T	1	0.00	0.00	0.00
96 Factory Certified Discount for receiving a factory certified 96102 Xhibit Central Station	999-SVCD-96102	1	-36,027.02	-36,027.02	-36,027.02
97 Xhibit Central Station	96102	1	0.00	0.00	0.00
98 Xhibit central station, base Computer	96102-B	1	0.00	0.00	0.00
99 Xhibit central station, 48 bed bundle	96102-48	1	135,951.00	72,054.03	72,054.03
100 Single patient license for Xhibit central station	910-6102-01	48	0.00	0.00	0.00
101 PM&C Pricing Discount	999-1879-01	1	0.00	-138,834.94	-138,834.94

S P A C E L A B S
BIOMEDICAL SPARES

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
102 Power Cord	161-0032-00	2	18.70	\$18.70	37.40
103 Power Cord, North America, 3 ft, 120V, 10A	161-0246-00	4	40.10	\$40.10	160.40
104 Installation	999-9999-97	1	1,151.13	\$863.35	863.35
BIOMEDICAL SPARES Total					\$0.00

BIOMEDICAL SPARES Proposal Notes

Mounting devices have not been quoted herein.



SPACE LABS
- A KODAK COMPANY

ENHANCED TRADE IN DISCOUNT

Line Description	Item Number	Qty	Unit List Price	Unit Net Price	Ext. Net Price
1 Trade in discount, monitoring items	7000-0001-999	1	0.00	-450,501.44	-450,501.44
ENHANCED TRADE IN DISCOUNT Total					-\$450,501.44



SPACELABS
HEALTHCARE

TRADE-IN EQUIPMENT FORM

MUST BE COMPLETED AND RETURNED WITH YOUR PURCHASE ORDER

In order to ensure that you receive full credit for your trade-in equipment, please complete this form and send it in with your Purchase Order. If you are trading in Spacelabs Healthcare equipment, please note the serial number that appears on the unit.

Ryan Sather

2-/-2021

Customer Signature

Date _____

Purchase Order Number

Please make sure to return all trade-in equipment to:

Please make sure to return all trade-in equipment to Spacelabs Healthcare
Attn: Robert McPhetridge / Arnaldo Santos
35301 SE Center St
Snoqualmie, WA 98065

****PLEASE NOTE:** Trade-in equipment must be returned to Spacelabs Healthcare within 60 days of shipment of the new equipment. If the equipment is not returned, the amount of the trade-in discount will be invoiced to the customer. Spacelabs Healthcare will pay return freight charges for the trade-in equipment specified herein, using our preferred carrier(s). If a problem should occur in meeting this requirement, please contact your Sales Executive for assistance.

**Spacelabs Healthcare
Subscription Software Terms**

1. **Terms.** These terms cover the provision of software on a subscription basis hosted and provided by Spacelabs (the "Hosted Service") under the terms of the Customer Quotation and as stated herein (the "Agreement"). Any additional or different terms, including terms in any purchase order, will be of no effect unless expressly accepted in writing by Spacelabs. Spacelabs' performance will not, under any circumstances, be deemed Spacelabs' acceptance of any of the terms and conditions contained in any Customer document. Customer's issuance of a purchase order or other Customer document to procure the Hosted Service, or use of the Hosted Service, will be deemed to constitute Customer's subscription to the Hosted Service and acceptance of these Subscription Software Terms.
2. **Price; Payment.** The price for Hosted Service usage is as set forth in the Spacelabs Customer Quotation. Hosted Service usage will be invoiced on an annual basis in advance, with payment due thirty (30) days after date of invoice. All fees not paid when due will accrue interest at the maximum rate allowed under applicable law, and in the case of unpaid fees for Hosted Service, may result in temporary suspension of Customer's ability to access the Hosted Service until payment is made. Customer agrees to pay collection expenses and legal fees incurred by Spacelabs in collecting past due balances. Hosted Service upgrades and add-ons that Customer orders may be subject to an additional charge (except for mandated bi-yearly upgrades which will be free of charge).
3. **Hosted Service Provision and Limitations.**
 - 3.1. The Hosted Service communication platform consists of a secondary alarm notification service approved by the FDA and a non-emergency voice and video communication service to assist in basic workflow needs. The non-emergency service should never be used as the primary means of contacting staff except for non-emergency administrative matters. The speed of inbound and outbound communication may vary. Internet outages may occur that affect communication.
 - 3.2. The Hosted Service consists of one or more software applications in object code or binary form that are provided over the internet on an application service provider basis, as well as related Hosted Service materials, including technical and functional documentation, provided by or produced by Spacelabs in the course of providing support ("Materials").
 - 3.3. "Authorized User" means Customer's employees and business partners who are authorized by Customer to use the Hosted Service. Authorized User access credentials will be provided by ActiveDirectory. Customer will be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of Customer.
 - 3.4. Subject to Customer's compliance with all the terms and conditions of the Agreement, Spacelabs grants to Customer a nonexclusive, non-transferable, limited, and revocable right during the subscription Term identified in Section 10.1 to implement, configure, and permit its Authorized Users to access and use the Hosted Service and related Materials in connection with Customer's use of the Hosted Service, solely for Customer's own internal business purposes.
 - 3.5. Spacelabs will use commercially reasonable efforts to provide the Hosted Service 24 hours a day, seven days a week, except for: (i) planned maintenance carried out between 12:00 a.m. and 1:00 a.m. Central Time on Mondays; (ii) unscheduled maintenance necessary for the proper functioning of the Hosted Service; and (iii) any unavailability caused by circumstances beyond Spacelabs' reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Spacelabs employees), internet service provider failure or delay, or denial of service attack.
 - 3.6. Spacelabs will use commercially reasonable security technologies in providing the Hosted Service. Spacelabs will retain Customer Data on a secure server and maintain data recovery and data backup facilities in accordance with accepted industry practices.
 - 3.7. Customer acknowledges and agrees that Customer's use of the Hosted Service is subject to all applicable laws and regulations. Customer acknowledges and agrees that the reliability, availability, integrity, and performance of resources accessed through the internet or other services connected to the Hosted Service are beyond the control of Spacelabs and are not warranted or supported by Spacelabs.
 - 3.8. Spacelabs may modify the Hosted Service platform at any time to maintain performance and security. If such changes to the Hosted Service diminish the functionality of the Hosted Service, Customer will have the right to terminate the subscription for the Hosted Service by providing written notice to Spacelabs within 10 days of the changes and will receive a prorated refund of the subscription fees paid by Customer for such Hosted Service for the remainder of the subscription term. The termination right and refund described herein is Customer's sole and exclusive remedy for Spacelabs' change to the Hosted Service. Notwithstanding the foregoing, the application version used by the Customer will only be changed with the Customer's consent.
4. **Customer Responsibilities.**

- 4.1. Customer is solely responsible for procuring, maintaining, and supporting all non-Spacelabs equipment used in conjunction with the Hosted Service, including computer hardware, operating systems, network connections, and Internet access ("Customer Equipment"), and for all problems, conditions, delays, delivery failures, and all other loss or damage arising from or relating to the Customer Equipment. Customer will ensure that Customer Equipment meets the minimum security requirements for use in connection with Protected Health Information. Customer will maintain commercially reasonable security standards for its and its Authorized Users' use of the Hosted Service, including without limitation the use of regular required password changes.
- 4.2. Customer will not, and will not permit any third party or Authorized User to: (i) copy, trace, disassemble, decompile, modify, make derivative works based on, or reverse engineer the Hosted Service software or Materials; (ii) copy or transfer the Hosted Service software or Materials or any part thereof, except as expressly permitted by this Agreement; (iii) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Hosted Service or Materials available to any third party (other than Authorized Users); (iv) use the Hosted Service to transmit any content, data, or information that is unlawful, defamatory, or invasive of another's privacy right; (v) infringe any intellectual property rights when using the Hosted Service; (vi) interfere with or disrupt the integrity or performance of the Hosted Service; (vii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (viii) circumvent or disclose the user authentication or security of the Hosted Service or any related host, network, or account; or (ix) use Hosted Service applications other than those specifically identified in the Customer Quotation, even if technically possible.
- 4.3. Customer is responsible for all activity occurring under Customer Authorized User accounts.

5. Customer Data.

- 5.1. "Customer Data" means: (i) any content, materials, data, and information that Customer or its Authorized Users enter into the Hosted Service; and (ii) Customer-specific data that is derived from Customer's use of the Hosted Service (e.g. Customer-specific reports) as long as such derivative work is not a component of the Hosted Service itself or furnished by Spacelabs under the Agreement.
- 5.2. As between Spacelabs and Customer, Customer owns all rights, title, and interest in and to all Customer Data, and will have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data. Customer grants to Spacelabs the nonexclusive right to process Customer Data for the sole purpose of and only to the extent necessary for Spacelabs: (i) to provide the Hosted Service (including without limitation preparing backup copies or performing penetration tests); (ii) to verify Customer's compliance with the restrictions set forth in the Agreement if Spacelabs has a reasonable belief of Customer's non-compliance; and, (iii) as otherwise set forth in this Agreement.
- 5.3. Spacelabs may utilize information concerning Customer and its Authorized User's use of the Hosted Service to improve Spacelabs products and services, to provide Customer with reports on its use of the Hosted Service, and to compile aggregate statistics and usage patterns by customers using the Hosted Service. Customer hereby permits Spacelabs to de-identify, anonymize, aggregate, copy, process, and display Customer Data to derive anonymous statistical and usage data and data about the functionality of the Hosted Service (provided such data cannot be used to identify Customer or its individual users) for the purpose of combining or incorporating such data with or into other similar data and information available, derived or obtained from other customers (when so combined or incorporated, referred to as "Aggregate Data"). Spacelabs will be the owner of all right, title, and interest in and to Aggregate Data.

6. Data Processing / Data Export.

- 6.1. Spacelabs will not be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect Customer's existing systems, programs, or Customer Data to which Spacelabs will have access during the Hosted Service. It is Customer's responsibility to (i) ensure the systems, programs, and Customer Data meet the requirements of those laws, regulations and statutes; (ii) grant Spacelabs the rights, as necessary, to use, access, modify and process Customer Data being transferred into and out of the cloud that controls the design of the Hosted Service for Spacelabs to perform its responsibilities under this Agreement; (iii) obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to Spacelabs; (iv) be solely responsible for all content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup, and support and all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Customer Data. Spacelabs shall be relieved of its obligations to the extent Customer's failure to promptly obtain such licenses or approvals adversely affect Spacelabs' ability to perform its obligations.
- 6.2. Customer represents and warrants that it has collected and will maintain and handle all personal data contained in Customer Data in compliance with all applicable data privacy and protection laws, rules, and regulations. Customer authorizes Spacelabs to process the personal data contained within the Customer Data in accordance with the applicable

data protection provisions. Customer has obtained all necessary consents and permissions to transfer the Customer Data to the Hosted Service.

- 6.3. In circumstances where the making available of the Hosted Service by Spacelabs to Customer involves the processing by Spacelabs on behalf of Customer or Customer's affiliates of personal data within the meaning of Directive 95/46/EC and any implementing or successor legislation in any jurisdiction within the European Union, including without limitation the General Data Protection Regulation (Regulation EU 2016/676) ("Applicable Data Protection Law"), Spacelabs agrees to process such personal data in accordance with the Applicable Data Protection Law. In circumstances where the making available of the Hosted Service by Spacelabs to Customer involves either (i) a transfer of personal data from a location in the European Economic Area ("EEA") to a location outside the EEA, or (ii) remote access to personal data located in the EEA from a location outside the EEA, Spacelabs shall ensure that measures are put in place to ensure adequacy of the transfer and protection of personal data as necessary to comply with Applicable Data Protection Law. In circumstances involving a transfer of personal data from a location in the EEA to a location outside of the EEA, all transfers shall only be made (i) using contracts between the parties incorporating the European Commission's approved data export clauses but only for so long as such clauses are deemed to be in compliance with Applicable Data Protection Laws, or (ii) to a country declared as ensuring an adequate level of protection, or (iii) as is otherwise consistent with Applicable Data Protection Law. For the avoidance of doubt, in the event of conflict between this Section 6.3 and any other provision of this Agreement which addresses data privacy matters, this Section 6.3 shall prevail.

7. **Warranty.**

- 7.1. Spacelabs warrants that it either owns or has the right to provide the Hosted Service, and that the Hosted Service will substantially conform to the specifications stated in the Hosted Service Materials. The foregoing warranty will not apply to the extent: (i) the Hosted Service is not being used in accordance with the Agreement or the Materials; or (ii) any non-conformity is caused by Customer Equipment, Customer products, third party products, implementation or configuration performed by any party other than Spacelabs, or any content or service being accessed through the Hosted Service that is identified as third party products, content, or services. Customer's sole and exclusive remedy, and Spacelabs' entire liability for breach of the limited warranty in this Section 7.1, will be correction of the non-conformity or, if Spacelabs fails to correct the non-conformity after using reasonable commercial efforts, to terminate Customer's access to the non-conforming Hosted Service and refund the subscription fees paid by Customer for such Hosted Service for the remainder of the then-current subscription term (starting on the date Customer reported the non-conformity).
- 7.2. Spacelabs warrants that any services provided in connection with the Hosted Services will be performed in a prompt, diligent, competent, and workmanlike manner. Customer's sole and exclusive remedy, and Spacelabs' entire liability for breach of the limited warranty in this Section 7.2, will be the re-performance of such deficient services; and if Spacelabs fails to re-perform such services as warranted, Spacelabs will, at its option re-perform the applicable services or refund the fees paid to Spacelabs for such non-conforming services.
- 7.3. **SPACELABS AND ITS SUPPLIERS MAKE NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SPACELABS AND ITS SUPPLIERS.**

8. **Intellectual Property Rights; Ownership.** "Intellectual Property Rights" means patent, copyright, trademark, trade secret, and any other intellectual property rights. Spacelabs and its suppliers retain all rights, title, and interest in and to the Intellectual Property Rights in the Hosted Service, the Materials, and any updates, upgrades, or derivatives of the foregoing, and any related knowledge or processes. Except for the limited rights expressly granted herein, Customer does not acquire any other rights, express or implied, in the Hosted Service or Materials. Customer will not take any action in violation of Spacelabs' or any third-party author's copyright or other intellectual property rights in the Hosted Service or Materials.

9. **Infringement**

- 9.1. **Claims.** If any third party alleges in a claim against Customer that all or a part of the Hosted Service as used within the terms of this Agreement infringes any Intellectual Property Rights in the country of Customer's domicile (the "Indemnified Claim"), Spacelabs will defend the Indemnified Claim at its expense and will hold Customer harmless against any judgment with respect thereto. This defense and indemnification obligation is contingent upon: (i) Customer giving Spacelabs prompt written notice of any claim; (ii) Spacelabs being granted control of the defense, compromise, or settlement of such claim; and (iii) Customer's assistance to the extent reasonably required for such defense. In the event Spacelabs receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Hosted Service it may, at its expense and without obligation to do so, upon notice to Customer to cease use of the allegedly infringing Hosted Service, either: (i) procure for Customer within a commercially reasonable period of time the right to continue to use the allegedly infringing aspect of the Hosted Service; (ii) replace or modify the Hosted Service to make it non-infringing; or (iii) refund the subscription fees paid by Customer for such Hosted Service for the remainder of the then-current subscription term.

- 9.2. **Liability Limitations.** Spacelabs will have no liability for any intellectual property infringement claim based on Customer's: (I) use of the Hosted Service after Spacelabs' notice that the Customer should cease use of the Hosted Service; (II) combination of the Hosted Service with a product, program or data not authorized by Spacelabs; or (III) adaptation or modification of the Hosted Service.

10. **Term; Deactivation and Termination.**

- 10.1. The term of the Hosted Service begins on the first clinical use of the Hosted Service software at the Customer site and will continue on an annual year to year subscription basis (or the longer term specified in the Customer Quotation) unless terminated or canceled in accordance with these terms (the "Term").
- 10.2. If Customer orders any Hosted Service additions or upgrades during the Term, the price for such additions or upgrades will be prorated for the remaining portion of the then current Term.
- 10.3. Customer may terminate the Hosted Service at the end of any annual Term by providing at least 60 days' written notice of termination prior to the end of the Term.
- 10.4. Spacelabs may, in its reasonable determination, deactivate Customer's user name(s) and password(s) and/or temporarily suspend access to the Hosted Service or a portion thereof, if and to the extent Spacelabs can substantiate that the continued use of the Hosted Service by Customer or its Authorized Users may result in harm to the Hosted Service (including the security of the systems used to provide the Hosted Service) or other Spacelabs customers, or the rights of third parties, upon prior written notice to Customer as the circumstances permit. Spacelabs will limit the temporary suspension in time and scope as reasonably required.
- 10.5. Upon the termination of this Agreement; (i) Customer will immediately deliver to Spacelabs all records, documents, specifications, information, tools, and other Materials provided in connection with the Hosted Service; (ii) refrain from further use of the Hosted Service; and (iii) pay all fees due for use of the Hosted Service through termination.
- 10.6. If Customer requires access to the Hosted Service to export and retrieve its Customer Data after the effective date of termination or expiration, Customer may extend the subscription Term for up to 90 days by notifying Spacelabs at least 30 days prior to the effective date of termination or expiration and paying subscription fees for such extension. Such Customer Data shall be provided to Customer in a standard database format. Subject to the foregoing, Spacelabs will have no obligation to maintain or provide any Customer Data. At Customer's request upon termination, Spacelabs will, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all Customer Data still remaining on the servers used to host the Hosted Service, unless and to the extent applicable laws and regulations require further retention of such data.

11. **Miscellaneous.**

- 11.1. **Audit Rights.** Spacelabs and any third party provider of Software will have the right to monitor use of the Hosted Service by Customer: (i) electronically at any time; or (ii) by on-site audit of Customer's use of the Hosted Service, during normal business hours during the Term of this Agreement and for three (3) years thereafter, to verify that Customer's use has not exceeded the scope of the rights acquired under the Agreement.
- 11.2. **Customer Reporting.** Customer agrees to properly report and disclose any discounts granted by Spacelabs to Customer relating to the Hosted Service, to the extent required by applicable state or federal law.
- 11.3. **Consulting and Training.** Spacelabs will provide Hosted Service consulting and training services in accordance with Spacelabs' then current consulting and training policies and pricing.
- 11.4. **Confidentiality.** Each party agrees to keep the other party's business, technical and proprietary information, including Hosted Service pricing and Materials, confidential. Each party will not use such information except as necessary for the performance of this Agreement and will not disclose such information except as required by law. Each party will limit disclosure of such confidential information only to those of its employees and contractors who have a need to know the information and are bound by confidentiality obligations as regards the information that are similar to those stated herein.
- 11.5. **Liability.** Neither party, nor any Spacelabs supplier (including suppliers of third party software), will be liable to the other or to any third party for any incidental, indirect, special or consequential damages in connection with this Agreement or in connection with the Hosted Service, including, but not limited to, damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, and damage to equipment, even if the breaching party has been advised of the possibility of such damages.
- 11.6. **Compliance with Laws.** Each party will comply with all federal and state laws, ordinances, regulations and codes applicable to their rights and obligations hereunder, including the Health Insurance Portability and Accountability Act of 1996 and its associated regulations including 45 C.F.R. §§ 160 and 164, Standards for Privacy of Individually Identifiable Health

Information, Final Rule (the "Final Privacy Rule"), and 45 C.F.R. §§ 160, 162 and 164, Health Insurance Reform: Security Standards, Final Rule (the "Final Security Rule"), collectively referred to as ("HIPAA"). Spacelabs will use Protected Health Information only in connection with services performed under this Agreement or as otherwise authorized by HIPAA. At all times hereunder, Spacelabs shall comply with Company's reasonably evolving information security policies as they relate to HIPAA or National Institute of Standards and Technology ("NIST") guidelines within 90 days of receiving written notification from Subscriber detailing such change.

- 11.7. **Governing Law; Jurisdiction.** The Agreement between the parties regarding the Products will be governed by and interpreted in accordance with the laws of the State of Ohio, USA, without reference to its laws relating to conflicts of law. The rights and obligations of the parties will not be governed by the provisions of the U.N. Convention for the International Sale of Goods. Any legal action arising out of or relating to the sale of Products will be brought only in the state and federal courts located in Erie County, Ohio, and the parties irrevocably consent to the jurisdiction and venue of such courts. Notwithstanding the foregoing, Spacelabs will have the right, but not the obligation, to undertake legal proceedings in a court of Customer's domicile, main place of business or other appropriate court to: (i) settle any issue or dispute arising out of or relating to monies due by Customer to Spacelabs; (ii) protect or enforce any patent, trademark, copyright or other intellectual property right, confidential information or trade secrets; or (iii) proceed with litigation commenced by a third party.
- 11.8. **Excusable Delay.** Spacelabs will not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance is due to causes beyond its control. Excusable delays include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity, fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors. In particular, Spacelabs will not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance is due to: (i) Customer's failure to complete any site preparation or equipment acquisition or maintenance needed for Spacelabs to be able to perform any set-up or installation; (ii) Customer's failure to obtain and maintain all computer or other hardware, software, communications or other equipment and any other infrastructure, services, facilities or resources needed to properly access and use the Hosted Service or to pay all third-party fees and access charges necessary to properly access and use the Hosted Service; or (iii) insufficient, unstable or unreliable inbound and/or outbound communication services, capacities, speeds or outages. Spacelabs shall, at its own expense, provide for the Hosted Service, provided that nothing herein shall be construed to require Spacelabs to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware, required by Customer or any Authorized User to provide access from the Internet to the Hosted Service. If Customer identifies and notifies Spacelabs of any security vulnerabilities and such are confirmed by Spacelabs, Spacelabs shall resolve such vulnerabilities within thirty (30) days after written notice by Firelands. Spacelabs shall resolve or mitigate high risk vulnerabilities within seventy two (72) hours after notice by Firelands. All access protocols provided for under this Agreement shall comply with Customer's policies and procedures as have been provided to Spacelabs and be completed using a mutually agreeable method.
- 11.9. **U.S. Government Rights: Commercial Computer Software and Documentation, Use Governed by Standard Commercial License.** If Hosted Service software is used by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government (and any prime contractor or subcontractor at any tier) hereby acknowledge and agree that the Hosted Service software and any data relating thereto or derived therefrom are "commercial items" as defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. If the end user is a U.S. Government agency, department, or instrumentality, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Hosted Service software and any data relating thereto or derived therefrom, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. The object code of the Hosted Service software and materials are copyrighted and published products of Spacelabs (except source code, which is copyrighted but unpublished), and all rights not granted expressly herein are reserved.
- 11.10. **Export Compliance.** The Hosted Services and Materials are subject to export control laws of the United States. Customer agrees that it will not export the Hosted Services and Materials to countries, persons or entities prohibited by such laws.
- 11.11. **Access to Records.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, Spacelabs will make available, upon written request by the Secretary of the Department of Health and Human Hosted Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Spacelabs to Customer. Spacelabs further agrees that in the event it carries out any of its duties for Customer through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract will contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such Hosted Services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Hosted Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such

subcontract and such books and records of such organization as are necessary to verify the nature and extent of such costs.

- 11.12. **Invalidity; Waiver.** The invalidity or unenforceability of any provision hereof will not affect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.
- 11.13. **Notices.** All notices required hereunder must be delivered in writing by personal delivery or delivery by professional courier. Such notice will be effective upon receipt. Notwithstanding the foregoing, notices by Spacelabs relating to the operation or support of the Hosted Services may be in the form of an electronic notice to Customer's authorized representative or administrator. Notice to Spacelabs will be delivered to the address set forth in the Customer Quotation, to the attention of the legal department.
- 11.14. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between Spacelabs and Customer in connection with the parties' business relationship related to the subject matter hereof, and all previous representations, discussions, and writings are merged in, and superseded the Agreement.
- 11.15. **Assignment.** Customer may not, without Spacelabs' prior written consent, assign, delegate, pledge or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement, or any Hosted Service, Materials or Spacelabs Confidential Information to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Spacelabs may assign the Agreement to any of its affiliates. Spacelabs may in its sole discretion subcontract parts of the Hosted Service to third parties, provided however, that Spacelabs will assume responsibility for such subcontractors' breaches of the Agreement as if they were the breaches of Spacelabs.
- 11.16. **Relationship of the Parties.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to the Agreement.
- 11.17. **Insurance.** Throughout the term of this Agreement and any Hosted Service, Spacelabs shall maintain Cyber Data Privacy Network Security Liability Insurance, which shall include but not be limited to client coverage for systems attacks, denial or loss of service attacks, spread of malicious software code, unauthorized access and use of computer systems, and liability from the loss or disclosure of private or confidential information of others, with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.
- 11.18. **Survival.** Sections 1, 2, 5, 6, 7, 8, 9, 10.5, 10.6, and 11, and any other terms that by their nature should survive the termination or expiration of this Agreement, will survive such termination or expiration.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") is entered into by and between Firelands Regional Medical Center, an Ohio not-for-profit corporation ("Firelands") and Spacelabs Healthcare ("Business Associate") as of the date executed by or on behalf of an authorized representative of Business Associate ("Effective Date").

WITNESSETH

WHEREAS, the parties previously have entered into that certain agreement or agreements ("Agreement(s)") for the provision of services (which may include transaction services as well as the servicing of hardware and/or software products) ("Services") that involve the use and/or disclosure of Protected Health Information ("PHI"); and

WHEREAS, Firelands and Business Associate wish to enter into this BAA in order for both parties to establish their respective compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its regulations, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XIII (2009) ("ARRA"), and the Genetic Information Nondiscrimination Act ("GINA").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Firelands and Business Associate agree as follows:

1. **Definitions.** For purposes of this BAA, all defined terms shall have the same meaning as found in the HIPAA rules. The following terms are listed for reference purposes only. *If there is any difference in definition between the below defined terms and the terms defined in the HIPAA rules, the HIPAA rules shall control.*

- 1.1 *Administrative Safeguards* shall mean administrative actions, policies and procedures to manage the selection, development, implementation, and maintenance of security measures to protect Electronic PHI and to manage the conduct of Firelands in relation to the protection of such information.
- 1.2 *Breach* shall be defined as set forth in 74 Fed. Reg. 42767-68 until codified at 45 CFR 64.402, upon which "Breach" shall have the meaning as codified at 45 CFR 164.402.

- 1.3 *Business Associate* shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Spacelabs Healthcare.
- 1.4 *Compliance Date(s)* shall mean the date established by HHS or the United States Congress for effective date of applicability and enforceability of the HIPAA Regulations and HITECH Standards, as the same may be amended from time to time.
- 1.5 *Covered Entity* shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean Firelands Regional Medical Center.
- 1.6 *Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside of Firelands or Business Associate, respectively.
- 1.7 *Electronic Protected Health Information* or "Electronic PHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited, however, to that protected health information created or received by Firelands by or on behalf of Business Associate.
- 1.8 *HIPAA Rules* shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.9 *Individual* means the person who is the subject of Protected Health Information.
- 1.10 *Individually Identifiable Health Information* is health information that: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and (i) that identifies the Individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- 1.11 *Information System* shall mean an interconnected set of information resources under the same direct management and/or control and that shares common functionality. A system normally includes hardware, software, information, data, applications, communication, and people. For purposes of this BAA, "Information System" shall be limited to that system or systems accessing, storing, or otherwise potentially impacting the privacy or security of Electronic PHI.

- 1.12 *Protected Health Information* or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Firelands from or on behalf of Business Associate.
- 1.13 *Physical Safeguards* shall mean physical measures, policies, and procedures to protect Firelands' electronic Information Systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 1.14 *Secretary* shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.15 *Security Safeguards* shall mean all of the Administrative, Physical, and Technical Safeguards in an Information System.
- 1.16 *Security Incident* shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System.
- 1.17 *Technical Safeguards* shall mean the technology and the policy and procedures for its use that protect Electronic Protected Health Information and control access to it.
- 1.18 *Unsecured Protected Health Information* shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.
- 1.19 *Use* means, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within Firelands or Business Associate, respectively.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms as set forth in the HIPAA and the subsequent HIPAA Regulations: Data Aggregation, Designated Record Set, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, and Subcontractor.

2. Permitted Uses and Disclosures of Business Associate.

- 2.1 *Performance of Services.* Business Associate may Use or Disclose PHI in connection with the performance of the services set forth in the Agreement only if (a) such Use

or Disclosure of PHI would not violate HIPAA if done so by Firelands or (b) such Use or Disclosure is expressly permitted under this Section 2.

- 2.2 *Minimum Necessary.* Business Associate agrees to take reasonable efforts to limit requests for, Use and Disclosure of PHI to the minimum necessary to accomplish the intended request, Use, or Disclosure as is consistent with Firelands' minimum necessary policies and procedures.
- 2.3 *Proper Management and Administration* Business Associate may Use or Disclose PHI for the proper management and administration of Business Associate in connection with the performance of services under the Agreement and as permitted by this BAA; provided, however, that for any Disclosure pursuant to this paragraph Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and Used or further Disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person or entity notifies Firelands of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2.4 *Other Permitted Uses.* Unless otherwise limited herein, Business Associate may: (a) perform data aggregation for the health care operations of Firelands, as permitted by 42 CFR 164.504(3)(2)(i)(B); (b) as requested by Firelands or authorized governmental agent, Use, analyze, and Disclose PHI in its possession for the public health activities and purposes set forth at 45 CFR 164.512(b); and (c) de-identify PHI obtained by Business Associate under the Agreement and use such de-identified data so long as such de-identification and usage is in accordance with the de-identification requirements set forth in 45 CFR 164.514(b).
- 2.5 *Disclosures Required by Law.* If Business Associate believes it has a legal obligation to disclose any PHI, it will notify Firelands as soon as reasonably practical after it learns of such obligation, and in any event at least ten (10) business days prior to the proposed release, as to the legal requirement pursuant to which it believes the PHI must be released. If Firelands objects to the release of such PHI, Business Associate will allow Firelands to exercise any legal rights or remedies Firelands might have to object to the release of the PHI, and Business Associate agrees to provide such assistance to Firelands, at Firelands' expense, as Firelands may reasonably request in connection therewith. Should Firelands fail to respond, Business Associate shall be entitled to disclose the PHI as it deems reasonably necessary to comply with law.

3. Duties and Responsibilities of Business Associate

- 3.1 *Compliance.* Business Associate shall comply with all HIPAA Rules.
- 3.2 *Safeguards.* Business Associate agrees to use commercially reasonable and appropriate safeguards to prevent the Use or Disclosure of PHI except as provided by this BAA. Business Associate shall comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- 3.3 *Reporting.* Business Associate agrees to report to Firelands within ten (10) business days (a) any Use or Disclosure of, or improper or unauthorized access of PHI not provided for under this BAA of which the Business Associate becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410; and (b) any Security Incident of which Business Associate becomes aware.
- 3.4 *Mitigation* Business Associate agrees to mitigate, to the extent commercially reasonable and practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA or applicable law.
- 3.5 *Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to require that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Firelands, agrees (or has agreed) to, in writing, the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Business Associate agrees to require that any agent, including an authorized subcontractor, to whom it provides Electronic PHI agrees to (or has agreed to), in writing, implements reasonable and appropriate Administrative, Physical, and Technical Safeguards to protect such Electronic PHI.
- 3.6 *Right of Access.* Business Associate agrees to provide access, at the request of Firelands, during normal business hours, to PHI in a Designated Record Set, to Firelands or, as directed by Firelands, to an Individual in order to meet the requirements under 45 CFR §164.524.
- 3.7 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Firelands as necessary to satisfy Firelands' obligations under 45 CFR 164.528.
- 3.8 To the extent the Business Associate is to carry out one or more of Firelands' obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply

with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).

- 3.9 *Amendments.* Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by Firelands pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Firelands' obligations under 45 CFR 164.526.
- 3.10 *Audit and Inspection.* Upon written request, Business Associate agrees to make internal practices, books, and records relating to the Use and Disclosure of PHI available to Firelands, or at the request of Firelands, to the Secretary in a time and manner reasonably designated by Firelands or the Secretary, for purposes of the Secretary determining Firelands' compliance with HIPAA.
- 3.10 *Accounting of Disclosures.* Business Associate agrees to document any Disclosures of PHI by Business Associate or its agents or authorized subcontractors, and information related to such disclosures, as would be required for Firelands to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Firelands information collected in accordance with this Section within fifteen (15) days of a request by Firelands.
- 3.11 *HITECH Standards.* Business Associate acknowledges that, as of the Compliance Date, certain of the HIPAA Regulations will apply directly to Business Associate in the same manner that such sections apply to covered entities, and those additional requirements shall be incorporated into this BAA by reference. As such, effective as of the Compliance Date, Business Associate agrees to comply with the HITECH Standards, each as may be applicable to the services provided by Business Associate pursuant to the Agreement, including without limitation: (a) the prohibition of sale of PHI without authorization unless an exemption under HITECH §13405(d) applies; (b) the prohibition on receiving remuneration (directly or indirectly from Individuals) for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this BAA and Section § 13406 of HITECH; (c) compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (policies and Procedures and Documentation Requirements); and (vii) the requirements regarding accounting of certain Disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c).

- 3.12 *Breach Notification.* Effective as of the Compliance Date, Business Associate will comply with Section 13402 of the HITECH Act and the regulations implementing such provisions, currently Subpart D of Title 45 of the Code of Federal Regulations, as such regulations may be in effect from time to time (collectively, the "Breach Notification Rules").
- 3.12.1 Except as provided in 45 CFR 164.412, Business Associate will give Firelands notice of any Breach of Unsecured Protected Health Information without unreasonable delay, but in no case later than ten (10) business days after the first day on which the Breach is known, or by the exercise of reasonable diligence would have been known, to Business Associate.
- 3.12.2 The notice required by Section 3.12.1 above will be written in plain language and will include, to the extent possible or available, the following:
- i. The identification of the individual who's Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach;
 - ii. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
 - iii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iv. Any steps Individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
 - v. A brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
 - vi. Contact procedures for individuals to ask questions or learn additional information; including a toll free telephone number, an email address, Web site, or postal address.

4. Obligations of Firelands.

- 4.1 *Notice of Privacy Practices.* Firelands shall notify Business Associate of any limitation(s) in Firelands' notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- 4.2 *Changes to Authorization.* Firelands shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- 4.3 *Restrictions on Consent.* Firelands shall notify Business Associate of any restriction to the Use or Disclosure of PHI to which Firelands has agreed in accordance with 45 CFR 164.522, to the extent that such restriction may affect Firelands' Use or Disclosure of PHI.
- 4.4 *Requests in Violation of HIPAA.* Firelands shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy and Security Rules, including Subpart E of 45 CFR Part 164 if done by Firelands.

5. Term and Termination

- 5.1 *Term.* The Term of this BAA shall commence as of the Effective Date and shall terminate either (a) as provided by Section 5.2 below or (b) when all of the PHI or Electronic PHI provided by Firelands to Business Associate, or created or received by Business Associate on behalf of Firelands, or otherwise in Business Associate's possession, is destroyed or returned to Firelands, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
- 5.2 *Termination for Cause.* Upon Firelands' knowledge of a material breach by Business Associate, Firelands (a) shall provide a reasonable time for Business Associate to cure the breach provided that Firelands may immediately terminate the Agreement that require the use of PHI or Electronic PHI if Business Associate does not cure the breach or end the violation within the time frame reasonably specified by Firelands; (ii) immediately terminate the Agreement that require the use of PHI if Business Associate has breached a material term of this BAA and Firelands reasonably determines that a cure is not possible within a reasonable period of time; or (iii) if neither termination nor cure is feasible, may report the violation to the Secretary.

5.3 *Effect of Termination*

- 5.3.1 Except as provided in paragraph (b) of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI and Electronic PHI received from Firelands, or created or received by Business Associate on behalf of Firelands, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the PHI or Electronic PHI in any form.
- 5.3.2 In the event that Business Associate determines that returning or destroying the PHI or Electronic PHI is infeasible, Business Associate agrees to extend the protections of this BAA to such PHI and limit any further Uses and Disclosures of such PHI to only those purposes that make the return or destruction infeasible.

5.4 *Survival.* The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

- 6.1 *Regulatory References.* A reference in this BAA to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- 6.2 *Amendment.* This BAA may only be modified, or any rights under it waived, by a written agreement executed by both parties. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations, the Breach Notification Rules, HITECH and any current or future regulations promulgated thereunder.
- 6.3 *Relationship of the Parties.* None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this BAA and the Agreement between the Parties.
- 6.3 *Interpretation.* Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and the HIPAA Regulations, the

Breach Notification Rules, HITECH and any current or future regulations promulgated thereunder.

- 6.4 *Waiver.* Any failure of a party to exercise or enforce any of its rights under this BAA will not act as a waiver of such rights.
- 6.5 *Binding Effect.* The BAA shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 6.6 *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Firelands and Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 6.7 *Severability.* If any provision of this BAA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this BAA, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 6.8 *Counterparts.* This BAA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute on and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this BAA on the date first written above.

Firelands Regional Medical Center

By: _____

Spacelabs Healthcare

By: 

Date: _____

Date: 1/21/2021

EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM

SELLER: Spacelabs Healthcare, LLC
 CONTRACT NUMBER: PP-MM-623
 CONTRACT DATES: 6/1/2018 - 5/31/2021
 PRODUCT CATEGORY: Physiological Monitoring Systems

1. **Tier.** The undersigned Participating Member hereby designates the following desired tier under the above-referenced Premier Healthcare Alliance, L.P. Group Purchasing Agreement:

a. **Select one Tier by initialing below**

VOLUME TIERS	TOTAL PRODUCT PURCHASES (COMMITMENT % PER CALENDAR YEAR)
TIER 1	No commitment required; PMDF not required
TIER 2	75% Commitment
TIER 3	85% Commitment
TIER 4	85% Commitment for a conversion Participating Member who is converting a minimum of 80% of their units from a competitor's equipment to Seller Products

b. Seller shall not reduce a Participating Member's tier level without first (i) notifying the Participating Member and Premier in writing that the Participating Member's purchase volume is below the tier level selected by the Participating Member (the "Tier Reduction Notice") and (ii) providing the Participating Member sixty (60) calendar days from the date of notice to remedy the purchasing volume issues described in the Tier Reduction Notice. If the Participating Member does not remedy the issues described in the Tier Reduction Notice within sixty (60) days, Seller may move the Participating Member to the appropriate tier based on the Participating Member's Product purchases. Any tier adjustment pursuant to this paragraph that results in a less favorable tier for the Participating Member will apply for Products purchased after the effective date of the tier reduction.

2. **Aggregation Pricing Option.** By initialing where indicated below, the undersigned Participating Member or Participating Member group purchasing organization ("GPO") hereby elects to invoke the Aggregation Pricing Option whereby such Participating Member which operates multi-facility systems and has the ability to coordinate the purchasing decisions of such facilities, or such entity that has an established network of facilities for purposes of group purchasing, shall be entitled to aggregate the purchasing volume within their respective systems and networks in order to meet the tier designated in Item 1 above. In order to invoke this election, the undersigned must be a Participating Member that is able to coordinate the purchasing decisions of the facilities it wishes to aggregate or a GPO with members that are Participating Members. Attached hereto as Schedule 1 is a list of all such facilities. Seller shall be responsible for checking the Membership Roster for updates as specified in Section 3.0 of the Agreement. The undersigned Participating Member or GPO hereby elects to invoke the Aggregation Pricing Option: Participating Member's (or GPO's) Initials: DJM.

Participating Member's Primary Distributor: Concordance Secondary Distributor: _____

The undersigned Participating Member hereby acknowledges and confirms the above designations.

Participating Member/GPO
 Print Name of Person Signing Daniel J. Moncher
 Signature Daniel J. Moncher
 Title of Person Signing EVP & CFO
 Phone Number 419-557-7412
 E-mail Address messami@firelands.com
 Date Signed 01/29/2021
 Entity Code _____
 Print Name of Participating Member/GPO Premier
 Address 1111 Hayes Avenue
 City and State Sandusky, Ohio 44870

Upon completion, please submit this form to both Seller and Premier.

Spacelabs Healthcare
 Fax: 425-363-5399
 Email: slecorporateneaccounts@spacelabs.com

Spacelabs Healthcare, LLC
 Print Name of Person Signing _____
 Signature _____
 Title of Person Signing _____
 Date Signed _____

Premier Healthcare Alliance, L.P.
 Fax: 704.816.3509
 Email: PremierPMDF@PremierInc.com

EXHIBIT A-2

PARTICIPATING MEMBER DESIGNATION FORM

SELLER:	<u>Spacelabs Healthcare, LLC</u>
CONTRACT NUMBER:	<u>PP-MM-623</u>
CONTRACT DATES:	<u>6/1/2018 - 5/31/2021</u>
PRODUCT CATEGORY:	<u>Physiological Monitoring Systems</u>

SCHEDULE 1

**LIST OF PARTICIPATING MEMBER'S (or GPO's) FACILITIES
(For Purposes of Implementing the Aggregation Pricing Option)**

[TO BE COMPLETED BY THE PARTICIPATING MEMBER OR GPO]

Participating Member/GPO name: Firelands Regional Medical Center / Premier